

# Electrical Contractors Combined Policy

## Important Information

Please read and keep safe

# Electrical Contractors policy

Contents	Page
<b>General</b>	
Introduction	1
Policy Schedule	2
General conditions	3
Claims conditions	6
<b>Sections insured</b>	
<b>Section 1 – Combined Liability</b>	7
<b>Section 2 – Personal Accident</b>	18
<b>Section 3 – Commercial legal protection</b>	21



# Electrical Contractors Combined Policy

## Introduction

### Your Policy and Schedule

Here is your Electrical Contractors Combined Policy containing full details of the insurance being provided. The Schedule and Certificate contain particulars personal to your insurance protection under the policy including the levels of cover operative under each Liability Occurrence and should be read in conjunction with the rest of the Policy.

**Important – Please note: Only those Occurrences under the Combined Liability Section as showing as in force in the attached Schedule and Certificate shall apply to your particular Policy**

May we please ask you to examine this Schedule and Certificate carefully to ensure it meets with your particular needs.

### The Law Applicable to the Contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, Aviva Insurance Ireland DAC, and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer with which your contract will be concluded is Aviva Insurance Ireland DAC which is established in Ireland.

### Complaints procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your cover through an intermediary or broker, please send your complaint to them.

If your complaint is not resolved to your satisfaction please write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651 or you can contact:

- Aviva Insurance Ireland DAC at 1800 666 555.

If you are still dissatisfied you may contact:

- **Insurance Ireland** at Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.  
Phone: 01 676 1914  
Fax: 01 676 1943  
E-mail: [iis@insuranceireland.eu](mailto:iis@insuranceireland.eu)  
Website: [www.insuranceireland.eu](http://www.insuranceireland.eu)

The Service can advise you on how to proceed further and may be able to help in resolving the problem.

- **Financial Services and Pensions Ombudsman**, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Phone: 01 567 7000  
E-mail: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

Taking any of these options will not prejudice your right of recourse to legal proceedings.

### Risks located in the UK

Where applicable, where insurance cover is provided under this Policy in respect of risks established or located in the United Kingdom [notified to and accepted by the Company], the insurance cover in respect of those risks will be provided through the Company's branch in the United Kingdom.

### Insurance Act 1936

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

### Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

### Cooling Off Period

If the Insured cancels their Policy within 14 working days from the start date of the policy (the "Cooling Off Period"), the Company will refund their premium for the period of insurance remaining.

If the Insured cancels the Policy after the Cooling Off Period, please refer to General Condition 4 (Cancellation) of this Policy for terms and conditions.

# The Policy Schedule

Master Policy No. **UT569334132**

Agents Name ARACHAS CORPORATE BROKERS LTD.

Agents No. 063826 LU

The Insured THE CONTRACTOR SHOWN ON THE CERTIFICATE

The Business ELECTRICAL CONTRACTING AND ANY DECLARED BUSINESS CARRIED ON BY THE INSURED CONTRACTOR WHICH HAS BEEN ACCEPTED BY THE COMPANY AND IS SHOWN ON THE CERTIFICATE

## Section 1 Period of Indemnity (Period of Insurance in respect of Section 2 and Section 3)

- (a) From .....As per Certificate..... to.....As per Certificate (both dates inclusive).....
- (b) Any subsequent period for which the Insured shall pay and the Company shall agree to accept a premium and for which a Certificate has been issued.

### Premiums

Minimum Premium € See Broker's Invoice

First Premium € See Broker's Invoice

Renewal Premium € See Broker's Invoice

## Section 1 Combined Liability

### Occurrences

### Amount of Indemnity

1. **Employer's Liability**

€ ..... If insured — See Certificate  
for any one Event

2. **Public Liability**

€ ..... See Certificate  
for any one Event

3. **Products Liability**

€ ..... See Certificate  
for any one Period of Indemnity

# General conditions - all sections

## Identification

- 1 This Policy any Endorsement thereon the Schedule and the Certificate shall be read together as one contract and any word(s) or expression(s) to which a specific meaning has been attached in any part of this Policy or the Schedule or the Certificate shall bear that meaning wherever it/they may appear.

## Suspension of Cover

- 2 The Company may at any reasonable time inspect any property and in the event of any defect or danger being apparent the Company may give written notice to the Insured when all liability of the Company arising from such defect or danger shall be suspended

## Duty of Disclosure and Alteration of Risk

- 3 The Insured is under a duty to answer all questions, which the Company ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by the Insured to the Company for this insurance must be true and complete.

This is for the Insured's protection because, if the Insured does not give the Company all the information the Company needs, the policy may not provide the Insured with the cover the Insured needs, a claim may not be paid, the policy could be declared invalid and void or may be cancelled, and the Insured may encounter difficulty trying to purchase insurance elsewhere.

The Insured may lose all cover under this policy if, since the start date of the policy or the last renewal date (whichever is the latest), there is a material change in the Insured's circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten) including but not limited to such changes relating to the Premises, the Business, the occupancy, the duties or the activities of the Insured.

If the Insured is not sure whether to tell the Company about a change in respect of the Insured's circumstances, the Insured should contact their broker immediately.

In addition, the Insured must tell the Company immediately about changes, that have not already been advised to the Company, relating;

- 1 to any accident, loss or claims made against the Insured in the last five years, and/or any claims currently outstanding/pending;
- 2 to any convictions, offences or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction'\* under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016,
- 3 to the Insured's access to any hazardous sites or locations; and/or
- 4 to the Insured's business being wound up or carried on by a liquidator or receiver or permanently discontinued.

### Additional Duty of Disclosure for Non-Consumer Customers

#### **PLEASE NOTE - IF THE INSURED IS NOT A CONSUMER (AS DEFINED BELOW) THE FOLLOWING DUTY ALSO APPLIES.**

In addition to the above, the Insured must also tell the Company about **any other facts**, which are likely to affect whether the Company agrees to provide cover, or how the Company assess the risks proposed for insurance.

If the Insured is not sure whether they should tell the Company about something, they should tell the Company anyway. This is for the Insured's own protection because, if the Insured does not give the Company all the information the Company needs, the policy may not provide the Insured with the cover the Insured needs, a claim may not be paid, the policy may be declared invalid and void or may be cancelled, and the Insured may encounter difficulty trying to purchase insurance elsewhere.

### Consumer Definition:

Consumer means a 'consumer' as defined by section 2(1) of the Financial Services and Pension Ombudsman Act 2017. For the avoidance of doubt, the definition of 'consumer' shall include:

- (i) a natural person, not acting in the course of business
- (ii) a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, or
- (iii) an incorporated body that
  - (a) had an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, and

- (b) is not a body corporate that is a member of a group of companies (within the meaning of section 8 of the Act of 2014) with a combined annual turnover (in the previous financial year (within the meaning of section 288 of the Act of 2014) of the group of companies), of greater than €3 million.

\* An individual is not required to disclose a spent conviction when supplying information on past convictions. To determine if a conviction is a 'spent conviction' under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016 please visit [www.Irishstatutebook.ie](http://www.Irishstatutebook.ie)

## Cancellation

- 4 (i) The Company may cancel this Policy by sending 30 days' notice by registered post to the Insured at their last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.
- (ii) The Insured may cancel this Policy after the "Cooling Off Period" by giving the Company written notice and provided that there have been no:
  - (a) claim(s) made under the policy for which the Company have made a payment
  - (b) claim(s) made under the policy which are still under consideration
  - (c) incident(s) which the Insured is aware of and are likely to give rise to a claim which has already been or is yet to be reported to the Company during the current Period of Insurance, the Company will refund to the Insured a proportionate part of the premium paid for the unexpired period.

For information on how to cancel within the "Cooling Off Period" please read page 1

## Observance of conditions

- 5 The obligation of the Company to make any payment under this Policy is conditional upon
  - (a) the answers in any proposal, statement of fact, declaration and any other document provided by the Insured to the Company for this insurance being true and complete to the best of the knowledge and belief of the Insured and such proposal, statement of fact, declaration and any other document provided by the Insured to the Company shall be part of this contract and is deemed to be incorporated herein
  - (b) the Insured or any other person on whose behalf payment is claimed observing the terms and conditions of this Policy in so far as they apply
  - (c) the due observance and fulfilment of the terms provisions and conditions so far as they relate to anything to be done or complied with by the Insured.

## Arbitration

- 6 Any dispute between the Insured and the Company on Our liability in respect of a claim or the amount to be paid shall in default of agreement be referred within twelve months of the dispute arising to an Arbitrator appointed jointly by the Insured and the Company in agreement or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland and the decision of such Arbitrator shall be final and binding on both parties. If the dispute has not been referred to arbitration within the aforesaid twelve month period then it shall be deemed to have been abandoned and not recoverable thereafter.

## Subrogation

- 7 Any claimant under this Policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any destruction loss damage accident or injury under this Policy whether such acts and things shall be or become necessary or required before or after their indemnification by the Company

## Mid Term alterations

- 8 If the Insured makes an alteration to the policy or cancels the policy outside the Cooling Off Period and this increases or reduces the Insured's premium by €20 or less the Company will not charge or give a refund.

## Fraud and Misrepresentation

- 9 The Insured may lose all benefit under this Policy if any claim is fraudulent in any way or if the Insured or anyone acting on their behalf has used any type of fraud relating to this insurance Policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

The Insured may lose some or all benefit under this Policy if they have not answered all questions, which the Company have asked, honestly and with reasonable care (including any answers or information the Insured has provided to the Company that may have affected the Company's decision to provide cover or in calculating the Policy premium) or if the Insured has used any false or stolen documents in applying for the cover provided under this Policy.

In the event of any fraud relating to this insurance Policy the Company may cancel the Policy and retain the premium paid.

# Claims conditions - all sections

## Notice of Claims

- 1 Any incident which might give rise to a claim under the Policy shall be reported in writing to the Company as soon as possible and in any event within 14 working days and as far as practicable no alteration or repair shall be carried out until the Company has had an opportunity of investigating. The Insured shall give immediate notice of any impending prosecution inquest fatal inquiry or civil proceedings in connection with the incident and shall send to the Company immediately every relevant document

## Control of Claims

- 2 No admission of liability or offer promise or payment shall be made without the Company's written consent. The Company shall be entitled at its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required

# Section 1 - Combined Liability

## Compensation Legal Costs Solicitors' Fees

Aviva Insurance Ireland DAC ("the Company") will indemnify the Insured (in consideration of the Insured having paid or agreed to pay the premium) against

- (a) all sums which the Insured shall become legally liable to pay for compensation and claimants' costs and expenses in respect of any occurrence to which this Section applies as stated in the Specification and in connection with the Business
- (b) all costs and expenses of litigation incurred with the written consent of the Company in respect of a claim against the Insured to which the indemnity expressed in this Section applies
- (c) the payment of the solicitor's fee incurred with the written consent of the Company for representation of the Insured at proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry in respect of any such occurrence
- (d) legal costs and other expenses incurred with the written consent of the Company and costs of the prosecution awarded against the Insured arising out of any prosecution of the Insured for a breach or alleged breach during the Period of Indemnity of the Safety Health and Welfare at Work Act 2005 or similar safety legislation of the Republic of Ireland but the Company shall not be liable for any fines or penalties imposed

If Occurrence 1 is not insured by this Section the Company will not indemnify the Insured against such costs and expenses in respect of prosecutions involving the health safety or welfare of any person under contract of service or apprenticeship with the Insured and arising out of and in the course of such person's employment by the Insured

## Territorial Limits

This Section shall apply to occurrences anywhere in the World but not

- (a) in connection with any business conducted by the Insured from premises outside the Section Territories
- (b) liability in respect of death bodily injury shock illness or disease of any person under a contract of service or apprenticeship with the Insured and engaged by the Insured outside the Section Territories for the purpose of work by such person outside the Section Territories

**The Section Territories** shall mean the Republic of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man

## Interpretation

### Additional Persons Insured

- 1 The Insured shall include
  - (a) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured
  - (b) if the Insured specified in the Schedule so requests
    - (i) any director or partner of the Insured
    - (ii) any person employed by the Insured under a contract of service or apprenticeship
    - (iii) any officer member or employee of the Insured's social sports or welfare organisations or first aid fire or ambulance services in such person's respective capacity as such
  - (c) for the purposes of Occurrence 1 and Occurrence 2 if the Insured specified in the Schedule so requests any principal with whom the Insured has entered into an agreement for or including the performance of work within the Section Territories as far as is necessary to meet the requirements of such agreement but only in respect of death bodily injury shock illness disease loss or damage arising out of the performance of such work by the Insured
  - (d) for the purposes of Special Clause C the spouse of any person specified in 1 (b) above

## Contract of Service or Apprenticeship

- 2 For all the purposes of this Section
- (a) labour masters and persons supplied by them
  - (b) subcontractors and persons employed by them
  - (c) persons employed by labour only subcontractors
  - (d) self employed persons
  - (e) drivers and/or operators of plant hired to the Insured
  - (f) persons gaining work experience
  - (g) any other person hired or borrowed by the Insured

working for the Insured in connection with the Business shall be deemed to be employed by the Insured under a contract of service or apprenticeship

## Sports and Welfare Activities and Maintenance of Insured's Premises and Private Work

- 3 The Business shall include
- (a) the provision and management of canteen social sports and welfare organisations for the benefit of the Insured's employees first aid fire and ambulance services and maintenance of the Insured's premises
  - (b) private work carried out by any servant of the Insured for a director partner or employee of the Insured with the prior consent of the Insured specified in the Schedule or Certificate

## Cross Liabilities

- 4 If there is more than one Insured specified in the Schedule or Certificate this Section shall apply separately to each one as if a separate combined liability section had been issued to each but the total liability of the Company shall not exceed the Amount of Indemnity

## Effective Dates of Endorsements

- 5
- (a) So far as concerns Occurrence 1 any endorsement to this Section shall apply to occurrences caused on or after the Effective Date of such endorsement
  - (b) So far as concerns Occurrence 2 and Occurrence 3 any endorsement to the Section shall apply to occurrences happening on or after the Effective Date of such endorsement

## The Specification

### Occurrences

(Applicable as stated in the Schedule and/or Certificate)

#### 1 Employer's Liability

Death bodily injury shock illness or disease caused during the Period of Indemnity to any person under a contract of service or apprenticeship with the Insured if such death bodily injury shock illness or disease arises out of and in the course of such person's employment by the Insured

##### Special Clauses which apply

- E Contractual Liability
- J War and Kindred Risks
- K Radioactive Contamination
- O Vehicles (Employer's Liability)
- Q Terrorism
- S Asbestos
- T Offshore

#### 2 Public Liability

- (a) Death bodily injury shock illness or disease of any person except that arising out of and in the course of such person's employment by the Insured under a contract of service or apprenticeship
- (b) Loss of or physical damage to physical property not belonging to the Insured or in the charge or under the control of the Insured or any servant of the Insured
- (c) Loss arising from trespass nuisance or interference with any easement of air light water or way

happening during the Period of Indemnity but excluding occurrences as described in Occurrence 3 hereunder

##### Special Clauses which apply

- A Rented Premises
- B Employees' and Visitors' Personal Effects
- C Personal Liability – Home and Abroad
- D Deliberate Acts
- E Contractual Liability
- G Damage to Goods Supplied
- H Vehicles (Public and Products Liability)
- I Vessels and Craft
- J War and Kindred Risks
- K Radioactive Contamination
- L Pollution
- P Date Recognition
- Q Terrorism
- R Cyber
- S Asbestos
- T Offshore

### 3 Products Liability

- (a) Death bodily injury shock illness or disease of any person except that arising out of and in the course of such person's employment by the Insured under a contract of service or apprenticeship
- (b) Loss of or physical damage to physical property not belonging to the Insured or in the charge or under the control of the Insured or any servant of the Insured

occurring during the Period of Indemnity and caused by any commodity article or thing supplied installed erected repaired altered or treated by the Insured and happening elsewhere than at the Insured's premises

#### Special Clauses which apply

- D Deliberate Acts
- F Contractual Liability (Products)
- G Damage to Goods supplied
- H Vehicles (Public and Products Liability)
- I Vessels and Craft
- J War and Kindred Risks
- K Radioactive Contamination
- L Pollution
- M Goods Exported
- N Aircraft and Nuclear Products
- P Date Recognition
- Q Terrorism
- R Cyber
- S Asbestos
- T Offshore

### The Amount of Indemnity

#### Any One Event

The liability of the Company for all compensation payable to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the sum stated in the Schedule as the Amount of Indemnity for any one Event

So far as concerns Occurrence 1 the Amount of Indemnity is inclusive of all payments under Compensation Legal Costs Solicitors' Fees

#### Any One Period

The liability of the Company for all compensation payable in respect of all occurrences happening during any one Period of Indemnity shall not exceed the sum stated in the Schedule as the Amount of Indemnity for any one Period of Indemnity

## The Special Clauses

**(Applicable as stated in the Specification)**

### Rented Premises

- A The exclusion of property in the charge or under the control of the Insured or any servant of the Insured shall not apply to premises (or fixtures or fittings thereof) hired or rented to the Insured even if loss or damage to such property arises from a vehicle for which cover is provided under Special Clause H but the indemnity provided by this Special Clause shall not apply to
- (a) liability assumed by the Insured by agreement which would not have attached in the absence of such agreement
  - (b) the first €625 of loss or damage to premises (or fixtures or fittings thereof) caused other than by fire or explosion

### Employees' and Visitors' Personal Effects

- B The exclusion of property in the charge or under the control of the Insured or any servant of the Insured shall not apply to employees' or visitors' personal effects (including vehicles and their contents) but the indemnity provided by this Special Clause shall not apply to
- (a) property hired or lent to or borrowed by the Insured
  - (b) property in the charge or under the control of the Insured or any servant of the Insured for work thereon or service thereof
  - (c) liability assumed by the Insured by agreement which would not have attached in the absence of such agreement

### Personal Liability Home and Abroad

- C This Section shall apply to the liability of any person specified in Interpretation 1 (b) or such person's spouse whilst within or outside the Section Territories on the Business of the Insured but this Special Clause shall not apply to liability in respect of
- (a) the ownership or occupation of any land or building
  - (b) any business carried on by such person or such person's spouse

### Deliberate Acts

- D This Section shall not apply to liability in respect of any occurrence which results from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

### Contractual Liability

- E As far as concerns liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement this Section shall apply only if the conduct and control of claims is vested in the Company but shall not apply to liability in respect of
- (a) liquidated damages or under any penalty clause
  - (b) any contract for or including the performance of work outside the Section Territories
  - (c) any tenancy agreement

### Contractual Liability (Products)

- F This Section shall not apply to liability assumed by the Insured by agreement in respect of death bodily injury shock illness disease loss or damage caused by any commodity article or thing supplied installed erected repaired altered or treated by the Insured unless such liability would have attached in the absence of such agreement

### Damage to Goods Supplied

- G This Section shall not apply to liability in respect of recalling removing repairing replacing reinstating or the cost of or reduction in value of any commodity article or thing supplied installed erected repaired altered or treated by the Insured if such liability arises from any defect therein or the harmful nature or unsuitability thereof

## Vehicles (Public and Products Liability)

- H This Section shall not apply to
- (a) liability in respect of which compulsory insurance or security is necessary to meet the requirements of any road traffic legislation
  - (b) damage to any vehicle or trailer owned leased hired borrowed or driven by the Insured
  - (c) liability which is insured by or would but for the existence of this Section be insured by any other policy

## Vessels and Craft

- I This Section shall not apply to liability in respect of
- (a) any vessel or craft made or intended to float on or in or travel through water or air or space if such vessel or craft is owned leased hired borrowed or operated by the Insured
  - (b) the loading or unloading of such vessel or craft other than in connection with electrical contracting or electrical maintenance

## War and Kindred Risks

- J This Section shall not apply to liability in respect of any consequence whatsoever which is the direct or indirect result of any of the following or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
- (a) war invasion act of foreign enemy hostilities or war like operation or operations (whether war be declared or not) civil war civil commotion assuming the proportions of or amounting to an uprising insurrection rebellion revolution military or usurped power mutiny or military uprising or martial law
  - (b) any action taken in controlling preventing suppressing or in any way relating to (a) above

## Radioactive Contamination

- K This Section shall not apply to liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- (i) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter
- But as far as concerns death bodily injury shock illness or disease of any person under a contract of service or apprenticeship with the Insured if such death bodily injury shock illness or disease arises out of and in the course of such person's employment by the Insured this exclusion shall apply only in respect of
- (i) liability of any principal
  - (ii) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement

## Pollution

- L This Section shall not apply to liability in respect of pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Indemnity
- All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- The liability of the Company for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the Period of Indemnity shall not exceed €2,750,000 in the aggregate
- For the purpose of this clause "pollution or contamination" shall be deemed to mean
- (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
  - (b) all loss damage death bodily injury shock illness or disease directly or indirectly caused by such pollution or contamination

## Goods Exported

- M Unless otherwise agreed by the Company and additional premium paid this Section shall not apply to liability arising out of any commodity article or thing exported by or on behalf of the Insured to the United States of America or Canada including any commodity article or thing supplied prior to the inception of this Section which the Insured knows or could reasonably have been expected to know would be used within the United States of America or Canada

## Aircraft and Nuclear Products

- N This Section shall not apply to liability arising from any commodity article or thing supplied installed erected repaired altered or treated with the knowledge of the Insured or by or on behalf of the Insured which could affect
- (a) the navigation propulsion or safety of any aircraft or other aerial device
  - (b) the safety or operation of nuclear installations

## Vehicles (Employer's Liability)

- O This Section shall not apply to liability for which compulsory insurance or security is required by any road traffic legislation

## Date Recognition

- P This Section shall not apply to liability of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware programme computer data processing equipment telecommunication equipment or systems or any similar device
  - (b) media or systems used in connection with any of the foregoing
- whether the property of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save retain or restore and/or correctly to manipulate interpret transmit return calculate or process any date data information command logic or instruction as a result of
- (i) recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct date day of the week or period of time
  - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above

## Terrorism

- Q This Section shall not apply to liability in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (a) Terrorism
  - (b) any action taken in controlling preventing suppressing or in any way relating to (a) above
- Terrorism is defined as any act or acts including but not limited to
- (i) the use or threat of force and / or violence and/or
  - (ii) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
- caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes
- If the Company maintain that by reason of this exclusion any liability loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon the Insured.

## Cyber

- R This Section shall not apply to any liability arising directly or indirectly from or in connection with a Cyber Loss
- Cyber Loss** means any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any Cyber Act or Cyber Incident including but not limited to any action taken in controlling preventing suppressing or remediating any Cyber Act or Cyber Incident
- Cyber Act** means a deliberate unauthorised malicious or criminal act or series of related deliberate unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any Computer system
- Cyber Incident** means
- (a) any error or omission or series of related errors or omissions involving access to processing of use of or operation of any Computer System or
  - (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any Computer System
- Computer System** means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output Data storage device networking equipment or back up facility
- Data** means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a Computer System.

## Asbestos

- S This Section shall not apply to liability directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause which may have contributed concurrently or in any other sequence

So far as concerns loss of or damage to property only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos is excluded

## Offshore

- T This Section shall not apply to liability in respect of work in or on or travel to from or within or anything supplied installed erected repaired altered or treated to any offshore
- (a) accommodation exploration drilling or production rig or platform
  - (b) support vessel

## Section 1 - Endorsements

- 1 This Section shall not apply to liability arising out of the use by any person under a contract of service or apprenticeship with the Insured of wood-working machinery driven by mechanical power The expression "wood-working machinery" shall not include – lathes fret-saws boring machines sanding machines or mechanically driven portable tools applied to the work by hand other than pendulum and swing saws
- 2 This Section shall not apply to liability arising out of the installation of lifts or escalators other than electrical contracting or electrical maintenance thereof
- 3 This Section shall not apply to liability in respect of the erection of external aerials
- 4 So far as concerns Occurrence 2 Public Liability and Occurrence 3 Products Liability the Company shall not be liable in respect of the first €300 of compensation payable in respect of any one occurrence of loss of or damage and the Insured shall reimburse all such sums which the Company shall pay
- 5 This Section shall not apply to liability in respect of loss of or damage caused by or through or in connection with the bursting of any economiser used in conjunction with a steam boiler or any boiler vessel or other apparatus which is intended to operate under internal pressure due to steam and belonging to or in the charge or under the control of the Insured
- 6 So far as concerns Occurrence 3 Products Liability the liability of the Company in respect of all compensation payable arising out of death bodily injury shock illness disease loss or damage caused by the failure of any commodity article or thing supplied installed erected repaired altered or treated by the Insured to fulfil the purpose for which they were specifically intended shall not exceed €2,600,000 in any one Period of Indemnity
- 7 This Section complies with the requirements of Government Departments and Local Authorities Conditions of Contract known as GDLA 82
- 8 So far as concerns Occurrence 2 Public Liability the exclusion of property in the charge or under the control of the Insured or any servant of the Insured shall not apply to:
  - (a) the first €65,000 of loss or damage in any one Event but the indemnity provided by this Endorsement shall not exceed €65,000 in any one Period of Indemnity
  - (b) premises or contents thereof temporarily occupied by the Insured for the purpose of alteration repair or maintenance thereof or thereinThe indemnity provided by this Endorsement shall not apply to property owned or rented by the Insured
- 9 This Section shall not apply to liability in respect of any loss or damage arising in connection with work involving the use or application of heat away from the Insured's premises unless the following precautions are taken
  - (a) the area in which the work is to be carried out is cleared of moveable combustible material before operations commence Other material including floors and fixtures to be covered with adequate fire resistant covers
  - (b) before carrying out work on one side of a wall or partition an inspection will be carried out to see that the other side is free of combustible materials
  - (c) buckets of water and sand or fire extinguishers shall be available for immediate use in case of fire
  - (d) the work will be carried out by or under the supervision of trained personnel only
  - (e) a thorough examination will be made in the vicinity of the working area half an hour after the termination of each period of work
  - (f) lighted blow lamps blow torches or flame guns will not be left unattended
  - (g) gas cylinders not required for immediate use are where possible kept outside the building in or on which the work is carried out but always away from any obvious fire hazard
- 10 In the event of a claim being made against Electricity Supply Board and/or Electro Technical Council of Ireland and/or Commission for Energy Regulation their Servants or Agents such claim being in respect of death bodily injury shock illness disease loss or damage to which this Section applies resulting from an occurrence which the Insured is responsible and relating to the Insured signing Completion Certificates for a supply of Electricity the Company will so far as concerns that claim at the request of the Insured treat Electricity Supply Board and/or Electro Technical Council of Ireland and/or Commission for Energy Regulation as though they were also the Insured under the Section provided that they shall observe fulfil and be subject to the terms exceptions limits and conditions of the Section in so far as they can apply
- 11 In the event of a claim being made against Register of Electrical Contractors of Ireland Ltd its Officer Employees Board of Directors such claim being in respect of death bodily injury shock illness disease loss or damage to which this Section applies resulting from an occurrence for which the Insured is responsible the Company will so far as concerns that claim at the request of the Insured treat Register of Electrical Contractors of Ireland Ltd as though they were also the Insured under the Section provided that they shall observe fulfil and be subject to the terms exceptions limits and conditions of this Section in so far as they can apply

- 12 Where used in Occurrence 3 the expression "loss of or physical damage to physical property" shall be deemed also to include financial loss (even if not accompanied by loss of or physical damage to physical property) sustained by a customer or user of any commodity article or thing supplied installed erected repaired altered or treated by the Insured if such loss is a direct result of the defective or harmful condition of such commodity article or thing or its failure to perform the function for which it was supplied installed erected repaired altered or treated by the Insured

In respect of such financial loss Special Clause G shall be inoperative but the indemnity expressed by this endorsement shall not apply to liability for

- (a) the cost of recalling removing repairing replacing or reinstating such commodity article or thing
- (b) the cost of or reduction in the value of such commodity articles or thing
- (c) the first €1,250 of compensation payable in respect of any one occurrence of loss and the Insured shall reimburse all such sums which the Company shall pay

The Liability of the Company in respect of all such financial loss happening during any one Period of Indemnity shall not exceed the sum of €65,000

- 13 The liability of the Company in respect of all compensation costs and expenses payable in respect of loss of or damage to property caused by or in connection with or arising from the use of heat in any work undertaken by the Insured elsewhere than at any premises of the Insured shall not exceed the sum of €6,500,000 for any one Event

## Section 1 - Conditions

### Avoidance and Recovery

- 1 The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in any of the Section Territories But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

### Discharge of Liability

- 2 The Company may pay to the Insured the maximum sum payable under this Section in respect of any occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Company shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment

### Non-Contribution

- 3 If at the time of an occurrence or claim there is or but for the existence of this Section would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim the Company shall not be liable under this Section to indemnify the Insured in respect of such occurrence or claim except as far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Section not been effected.

# Section 2 - Personal Accident

## Cover

In consideration of the Insured named on the Certificate having paid or agreed to pay the premium Aviva Insurance Ireland DAC ("the Company") agrees that if during any Period of Insurance the Event shall happen to any Person-insured and such Person-insured shall within two years of the happening of such Event suffer any of the Results the Company will subject to the terms of this Section pay to the Person-insured the Compensation specified for such Result.

## Person-insured

The person(s) named on the Certificate as the Person-insured

## Definitions

### 1 EVENT

Accidental bodily injury which shall independently of any other cause be the sole cause of any of the Results

### 2 RESULTS AND COMPENSATION

(a) Death	€25,000
(b) Total and permanent loss of all sight in one or both eyes	€25,000
(c) Total loss by physical severance or total and permanent loss of use of one or both hands or feet	€25,000
(d) Permanent total disablement from usual occupation	€25,000
(e) Temporary total disablement from usual occupation for a period not exceeding 104 weeks from the Event	not insured

## Compensation shall not be payable for

- 1 Result (e) until the total amount has been agreed or at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of the Event by the Company
- 2 more than one of the Results (a) to (d) in respect of any one Person-insured and when payable for one of those Results shall not be payable for Result (e) caused by the same Event or for any of the Results caused by any subsequent Event
- 3 the first 2 weeks compensation in respect of Result (e)

## Exceptions

This Insurance shall not apply to any Event or Result consequent upon

- 1 (a) war invasion act of foreign enemy hostilities or war like operation or operations (whether war be declared or not) civil war civil commotion assuming the proportions of or amounting to an uprising insurrection rebellion revolution military or usurped power mutiny or military uprising or martial law  
(b) any action taken in controlling preventing suppressing or in any way relating to (a) above
- 2 suicide or any attempt thereat
- 3 the Person-insured engaging in air travel except as a passenger in a fully licensed passenger carrying aircraft
- 4 the Person-insured engaging in or practising for
  - (a) winter sports
  - (b) mountaineering
  - (c) parachuting or hang gliding
  - (d) racing on horseback or wheels
  - (e) hunting
- 5 the Person-insured suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause
- 6 or directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any 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
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter
- 7 or directly or indirectly caused by resulting from or in connection with any act of terrorism including any action taken in controlling preventing suppressing or in any way relating to any act of terrorism regardless of any other cause contributing concurrently or in any other sequence

For the purposes of this exception Terrorism shall mean an act and/or threat of force or violence by any person or persons whether alone or on behalf of or in connection with any organisation committed for political or other purposes with including the intention to influence any government and/or to put the public or any section of the public in fear

If the Company maintain that by reason of this exception cover is not provided by this Section the burden of proving the contrary shall be upon the Person-insured

## Special Clauses

### DISAPPEARANCE

- 1 Death shall be presumed to have been suffered by the Person-insured if the Person-insured disappears and is missing for ninety consecutive days and evidence is produced that leads the Company inevitably to the conclusion that an Event has happened to such Person-insured and caused such disappearance Provided that if the Person-insured is found to be living after the Compensation has been paid by the Company then such Compensation shall be refunded to the Company

### EXPOSURE

- 2 If the Person-insured shall suffer any of the Results caused by exposure to the elements such Result shall be deemed to have been caused by an Event

## Section 2 - Conditions

### EVIDENCE OF CLAIM

- 1 All certificates and information and evidence required by the Company shall be furnished at the expense of the Person-insured or any claimant hereunder and shall be in such form and of such nature as the Company shall prescribe
- 2 The Person-insured as often as required shall submit to medical examination on behalf of the Company at its own expense
- 3 The Company shall in the case of the death of the Person-insured be entitled to have a post-mortem examination at its own expense

### NON-ASSIGNMENT

- 4 The Company shall not be concerned with or affected by any notice of trust charge or assignment relating to this Section and the receipt of the Person-insured shall in all cases completely discharge the Company

# Section 3 - Commercial legal protection

## Introduction

The claims service for this Section of the policy is administered by ARAG Legal Protection Limited herein after referred to as "ARAG" on the Company's behalf. The Company has chosen ARAG as Claims Administrator for this cover in view of their expertise and many years experience in dealing with legal disputes for customers.

As soon as You are aware of a legal problem, You should get legal advice from the **Legal Helpline on 0818 200 826** without delay. Please have Your policy number to hand. If You wish to make a claim the full details will need to be submitted in writing.

ARAG will administer the claim on behalf of the Company. If a solicitor is required to deal with Your legal problem the Claims Administrator will appoint one from their approved panel of solicitors. These solicitors have been carefully chosen as experts in the area of law covered by this Section and they are required to comply with strict service standards set out by the Claims Administrator.

## Special Notes

You must read this Section, the policy schedule and any endorsement as one document.

The proposal or any information You have supplied will be included in the contract. This Section will cover the Insured Person for any insured incident arising in connection with the business shown in the policy schedule if You have paid the premium.

The Company agrees to provide the insurance in this Section in line with the cover shown in the policy schedule as long as:

- (a) the date the insured incident happens is during the Period of Insurance and within the Territorial Limit;
- (b) any legal proceedings will be dealt with by a court, or other body which the Claims Administrator agrees to, in the Territorial Limit; and
- (c) in civil claims it is always more likely than not that You will recover damages (or get any other legal remedy which the Claims Administrator has agreed to) or make a successful defence.

For all insured incidents, The Company will help in appealing or defending an appeal as long as the Insured Person tells the Claims Administrator within the time limits allowed that they want to appeal. Before The Company pays any Costs and Expenses for appeals, The Company must agree that it is always more likely than not that the appeal will be successful.

If You use an Appointed Representative, The Company will pay the Costs and Expenses for this.

The Company will pay the Financial Compensation Awards that the Claims Administrator has agreed to.

For Cover 4(a) Bodily Injury claims, we will pay the application fee required by the Personal Injury Assessment Board (PIAB).

## Definitions

### The Company

Aviva Insurance Ireland DAC.

### Claims Administrator

ARAG Legal Protection Limited (ARAG).

### You, Your

The Insured shown in the Certificate

### Insured Person

You and Your directors, partners, managers, employees and any other individuals declared to us by You

### Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an Insured Person in line with the terms of this Section

### Date of Event

- (i) For civil cases (other than under Cover 5 Tax Protection, the Date of Event is when the cause of the action first happened.
- (ii) For criminal cases, the Date of Event is when the Insured Person began or is alleged to have begun to break the criminal law in question.

- (iii) For licence or registration appeals, the Date of Event is when You first became aware of the proposal by the relevant licensing or regulatory authority to suspend, change the terms of, refuse to renew or cancel Your licence.
- (iv) For Tax Protection the Date of Event is when the relevant authority sends an assessment or written decision to You following an audit.

### **Costs and Expenses**

- **Legal Costs**

All reasonable and necessary costs the Appointed Representative charges on a party/party basis. Also the costs the opponent has to pay in civil cases if an Insured Person has been ordered to pay them, or pays them with the Claims Administrator's agreement

- **Accountant's Costs**

A reasonable amount for all reasonable costs the Appointed Representative incurs in line with the Claims Administrator's claims handling instructions.

- **Attendance Expenses**

The Insured Person's salary or wages for the time that they are off work to attend any arbitration, court or tribunal hearing if the Appointed Representative asks, or while on jury service. The Company will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

The amount the Company will pay is based on the following:

- \* the time the Insured Person is off work including the time it takes to travel to and from the hearing. The Company will work this out to the nearest half day assuming that a whole day is eight hours;
- \* if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages;
- \* if the Insured Person works part-time, the salary or wages will be a percentage of their weekly salary or wages.

### **Territorial Limit**

The Republic of Ireland.

### **Limit of Indemnity**

The most the Company will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €150,000.

## **Contingencies**

### **1 Employment Disputes and Financial Compensation Awards**

#### **(a) Employment Disputes**

The Company will defend your legal rights in the following circumstances:

- (1) before proceedings are issued before a Rights Commissioner, court or tribunal after you have dismissed an employee; or
- (2) in legal proceedings for any dispute with:
  - (a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with you; or
  - (b) an employee, prospective employee or ex-employee arising from You allegedly breaking their statutory rights under employment law.

#### **Exceptions**

- (1) Any claim for damages for personal injury, including stress, bullying and harassment or loss of or damage to property.
- (2) Employee internal disciplinary or grievance procedures.
- (3) Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation.

#### **(b) Employment Financial Compensation Awards**

The Company will pay any financial compensatory award You would otherwise pay for a claim the Company has accepted under Cover 1(a).

**Provided that**

- (1) Throughout any contract of employment dispute You have asked for and followed advice from the Claims Administrators Legal Advise Service.
- (2) For compensation following You breaking a statutory duty under employment law, You have at all times, asked for and followed advice from the Claims Administrator's legal service since the date when You should have known about the employment dispute.
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy but not the redundancy payment itself, You have asked for and followed advice from the Claims Administrator before serving a notice for redundancy.
- (4) The compensation is awarded by a Rights Commissioner or tribunal under a judgement made after hearing a full argument and otherwise than by agreement or default, or is paid under a settlement the Claims Administrator has approved in writing beforehand.
- (5) The total of the compensation payable by the Company shall not be more than €1,500,000 in any one Period of Insurance.

**Exceptions**

- (1) Any financial compensation relating to:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights;
  - statutory rights in relation to the trustees of occupational pension schemes; or
  - statutory rights in relation to shop work on a Sunday and betting work.
- (2) Any claim for non-payment of money due under the relevant employment contract or any statutory provision relation to it.
- (3) Any award ordered as a result of breaking statutory rights in relation to providing relevant records to employees under the National Minimum Wage Act 2000 or any legislation which amends this.
- (4) Any financial compensation award or increase in financial compensation award ordered by the tribunal for Your failure to keep to a recommendation it has made, including non-compliance with reinstatement or re-engagement order.

## 2 Legal Defence

If you ask, the Company will:

- (1) Defend the Insured Person's legal rights:
  - (a) before legal proceedings are issued when dealing with the
    - Gardaí; or
    - Health and Safety Authority and/or regional health boards where it is alleged that the Insured Person has or may have committed a criminal offence; or
  - (b) following an event which leads to the Insured Person being prosecuted in a criminal court.
- (2) Defend Your legal rights following civil action taken against You for wrongful arrest when relating to an accusation of theft alleged to have been carried out during the Period of Insurance.
- (3) Defend the Insured Person's (other than Your) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of Your employees.
- (4) Represent the Insured Person if they appeal against the imposition or terms of any Statutory Notice issued under law which affects Your business.
- (5) Represent You if You appeal because the Data Protection Commissioner refuses Your application for registration.
- (6) Pay the Attendance Expenses of an Insured Person if they have to attend jury service.

**Provided that**

For proceeding under the Health and Safety and Welfare Act 2005, The Territorial Limit will include any place where the act applies.

**Exception**

Any claim which leads to the Insured Person being prosecuted for breaking road traffic laws or regulations in connection with owning, driving or use of a motor vehicle.

## 3 STATUTORY LICENCE PROTECTION

The Company will represent You if You appeal to the relevant statutory or regulatory authority, court, or tribunal after an event which results in a licensing or regulatory authority spending, or changing the terms of, or refusing to renew, or cancelling Your licence.

### Exceptions

- (1) An original application or Your application to renew a statutory licence.
- (2) Any licence appeal relating to ownership, driving or use of a motor vehicle.

## 4 PROPERTY PROTECTION AND BODILY INJURY

### (a) Property Protection

The Company will negotiate for Your legal rights in any civil action relating to material property which You own or are responsible for, as a result of:

- (1) any event which causes or could cause damage to that material property; or
- (2) any nuisance or trespass.

### Exceptions

Any claim relating to the following:

- (1) A contract You have entered into;
- (2) Goods being transported or goods lent or hired out;
- (3) Goods at premises other than those premises You occupy unless the goods are at the premises for the purpose of installations or to be used in work You carry out;
- (4) Mining subsidence;
- (5) Defending Your legal rights other than in defending a counter-claim;
- (6) A motor vehicle the Insured Person owns, uses, hires or leases other than damage to motor vehicles where You are involved in selling motor vehicles.

### (b) Bodily Injury

If You ask, the Company will negotiate for an Insured Person's and their family members' legal rights following an event which causes the death of, or bodily injury to them.

### Exceptions

- (1) Any claim relating to the following:
  - (a) Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
  - (b) Defending an Insured Person's or their family members' legal rights other than in defending a counter-claim; or
  - (c) A motor vehicle the Insured Person or their family members own, use, hire or lease.
- (2) The cost of obtaining a medical report when registering a claim with PIAB.

## 5 TAX PROTECTION

### (a) Revenue Audits

The Company will negotiate on Your behalf and represent You in any appeal proceedings in respect of an audit carried out by the Revenue Commissioners into Your business accounts; or

### (b) Employers' Compliance

The Company will negotiate on Your behalf and represent You in any appeal proceedings for a dispute concerning Your compliance with Pay As You Earn or Social Insurance Contribution Regulations following an audit by the Revenue Commissioners or The Department of Social Community and Family Affairs; or

### (c) VAT Disputes

The Company will negotiate on Your behalf and represent You in any appeal proceedings following an audit carried out by the Revenue Commissioners for Value Added Tax due.

### Provided That

- (a) For all insured incidents, You must have taken reasonable care to make sure that all returns are complete and correct and that the returns are sent in within the statutory time limits allowed.
- (b) You and the Appointed Representative must keep to the Claims Administrator's instructions for handling claims throughout the claim.

## Exceptions

- (1) Any claim arising from a tax avoidance scheme.
- (2) Any claim caused by Your failure to register for Value Added Tax.
- (3) Any claim involving the Revenue Commissioners looking into Your alleged dishonesty or criminal activities.

## Instructions On Handling Claims For Tax Protection

You must send the Claims Administrator a copy of the business accounts and tax return which are being audited, together with all relevant correspondence and a note of likely fees incurred:

- (a) as soon as the Revenue Commissioners tell You that an audit is to take place; and
- (b) at any time throughout the claim if the information changes.

The estimate of fees and any revised estimates must be itemised by the hour for each representative who is to deal with the claim. The Claims Administrator will use this information to agree reasonable Costs and Expenses which the Company will pay under this Section. The Company needs to deal with claims as economically as possible. The Company will pay Costs and Expenses that have been agreed to in writing when an itemised invoice is received. It is important that You, or anyone acting on Your behalf, wait for the Claims Administrator's approval before You agree to pay Costs and Expenses over what has already been agreed.

## Exceptions which apply to all of Section 3

- (1) Any claim reported to the Claims Administrator more than 180 days after the date the Insured Person should have known about the insured incident.
- (2) Costs and Expenses incurred before the Claims Administrator accepts a claim in writing.
- (3) Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Cover 1 (b) **Employment Financial Compensation Awards**.
- (4) Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- (5) Any claim relating to franchise rights, or agency rights if You have the legal capacity to change the legal relations of another.
- (6) Any insured incident deliberately or intentionally caused by an Insured Person.
- (7) A dispute with the Company and/or the Claims Administrator not otherwise dealt with under Condition 7.
- (8) Any claim relating to a shareholding or partnership share in Your business unless the shareholding was gained under a scheme open to all Your employees (or a substantial number of them) of a certain minimum grade other than Your directors or partners.
- (9) An application for judicial review or any defence of judicial review proceedings.
- (10) Any claim caused by, contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- (11) Legal action an Insured Person takes which the Claims Administrator or the Appointed Representative have not agreed to or if the Insured Person does anything that prevents the Claims Administrator or the Appointed Representative from carrying out their roles effectively.
- (12) When either at the start of or during the course of a claim, the Company will not cover a claim if You are bankrupt or have filed a bankruptcy petition or winding-up petition, have made an arrangement with Your creditors, have entered into a deed or arrangement, are in liquidation, or part or all of Your affairs or property are in the care or control of a receiver or administrator.
- (13) Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

### Section 3 - Conditions

- 1 The Insured Person must:
  - (a) keep to the terms and conditions of this Section;
  - (b) take reasonable steps to keep any amount the Company has to pay as low as possible;
  - (c) try to prevent anything happening that may cause a claim;
  - (d) send everything the Claims Administrator asks for, in writing; and
  - (e) give The Company full details of any claim as soon as possible and give the Claims Administrator any information they need.
  
- 2
  - (a) The Company can take over and carry out, in the name of an Insured Person, any claim or legal proceedings at any time. The Claims Administrator can negotiate any claim on behalf of an Insured Person.
  - (b) If the Claims Administrator agrees to start legal proceedings and the Insured Person has to be represented by a lawyer, or if there is a conflict of interest, an Insured Person can choose an Appointed Representative by sending that suitably qualified person's name and address to the Claims Administrator. The Claims Administrator may choose not to accept the choice of representative, but only in exceptional circumstances.
  - (c) Before an Insured Person chooses a lawyer or an accountant, the Claims Administrator can appoint an Appointed Representative.
  - (d) The Claims Administrator will appoint an Appointed Representative and they will represent the Insured Person according to the Claims Administrator's standard terms of appointment. The Appointed Representative must co-operate fully with the Claims Administrator at all times.
  - (e) The Claims Administrator will have direct contact with the Appointed Representative.
  - (f) The Insured Person must co-operate fully with the Claims Administrator and with the Appointed Representative and must keep the Claims Administrator up to date with the progress of the claim.
  - (g) The Insured Person must give the Appointed Representative any instructions required by the Claims Administrator.
  
- 3
  - (a) The Insured Person must tell the Claims Administrator if anyone offers to settle a claim and must not agree to any settlement without the Claims Administrator's written permission.
  - (b) If the Insured Person does not accept a reasonable offer to settle a claim, the Company may refuse to pay further Costs and Expenses.
  - (c) The Company may decide to pay the Insured Person the amount of damages that they are claiming or the amount that is being claimed against them instead of starting or continuing legal proceedings.
  
- 4
  - (a) If the Claims Administrator asks, the Insured Person must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited.
  - (b) The Insured Person must take every step to recover Costs and Expenses that the Company has to pay and must pay the Company any Costs and Expenses that they do recover.
  
- 5 If an Appointed Representative refuses to continue acting for an Insured Person or if an Insured Person dismisses the Appointed Representative, the cover provided will end at once, unless the Claims Administrator agrees to appoint another Appointed Representative.
  
- 6 If the Insured Person settles a claim or withdraws their claim without the Claims Administrator's agreement, or does not give suitable instructions to the Appointed Representative, the cover provided will end at once. The Company will be entitled to reclaim any Costs and Expenses they have paid.
  
- 7 If the Claims Administrator and an Insured Person disagree about the choice of Appointed Representative or about how a claim is handled, the Claims Administrator and the Insured Person can choose another suitably qualified person to decide the matter. The Claims Administrator and the Insured Person must both agree to this in writing. If the Claims Administrator cannot agree with the Insured Person about the choice of the second suitably qualified person, the Claims Administrator will ask the president of the Law Society of Ireland to choose a suitably qualified person.

Whoever loses the disagreement will have to pay the costs of settling it.
  
- 8 The Claims Administrator may ask You to get an opinion from counsel as to how successful a claim or proceedings will be (You will have to

pay any costs involved in doing this). If counsel believes there are reasonable grounds to pursue or defend a claim or proceedings, the Claims Administrator will pay the cost of getting the opinion.

9 The Company will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Section did not exist.

10 This Section will be governed by the laws of the Republic of Ireland.

## Helpline Services

The Claims Administrator provide these services 24 hours a day, seven days a week during the Period of Insurance. To help check and improve service standards, the Claims Administrator records all calls.

## Commercial Legal Advice

The Claims Administrator will give You confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

To contact the above services, phone **0818 200 826**.

## Counselling

The Claims Administrator will give Your employees (including any members of their immediate family who permanently live with them) a confidential counselling service over the phone. This will include, where appropriate, referral to relevant voluntary or professional services.

To contact the counselling helpline, phone **1800 670 407**. These calls are not recorded.

## Health & Medical Information Service

The Claims Administrator will give You information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness.

**To contact the above service phone us on 0818 254 164.**

The Company will not accept responsibility if the helpline services fail for reasons they cannot control. Please do not phone to report a general insurance claim.

## Employment Manual

The Claims Administrator's Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law.

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## How the Company deals with Tax Protection Claims under Your Commercial Legal Protection Section

Your business is required by law to submit accounts and pay tax to the Revenue Commissioners. The Company will pay Your accountant's fees if the Revenue Commissioners carry out an audit of Your business accounts provided that these guidelines are followed.

### Notifying the Claims Administrator of your claim

- (1) If You receive notification from the Revenue Commissioners, You or Your accountant can contact the Claims Administrator by phone on 01 670 7470. The Claims Administrator can send You a claim form and give You advice about how to make Your claim. The Claims Administrator cannot confirm cover for your claim over the phone.
- (2) When the Claims Administrator receives the information they need to help You with Your claim they will appoint an accountant to act for You. If You wish to appoint Your own accountant You must send the Claims Administrator the person's name and address when You send them Your completed claim form. The accountant appointed by the Claims Administrator to act for You is referred to as the Appointed Representative in Your policy and in the guidelines below. The Company will not pay for any accountant's fees that have been incurred for work carried out before the Claims Administrator has accepted Your claim.

### Handling your claim

- (3) This Section covers the cost of negotiating on your behalf and representing you in any appeal proceedings in respect of a Revenue Audit.
- (4) Once the Claims Administrator has accepted Your claim and have appointed an accountant to deal with it they will agree with the Appointed Representative what work is to be carried out on Your behalf and the fees that are to be covered under Your policy. If it is not possible to agree a budget with the Appointed Representative, the Company reserves its right to limit the sum payable under the policy to an amount that is necessary and reasonable in the circumstances.
- (5) The Revenue Commissioners will request information about Your accounts. The Appointed Representative will prepare this information. They may also be required to meet with the Revenue Commissioners. This Section will cover the cost of any necessary meetings provided that the Claims Administrator has consented to Your accountant attending. If it is not possible to negotiate a settlement with the Revenue Commissioners and You wish to appeal against the tax demanded the Company will pay for the Appointed Representative to represent You in appeal proceedings provided it is always more likely than not that the appeal will be successful.
- (6) If at any time during the audit the level of fees that the Claims Administrator has agreed with the Appointed Representative is expected to change the Claims Administrator must be informed of any additional work considered necessary and agree in advance any additional accountant's costs to be paid under this Section.

### When the Company cannot help

- (7) Please note it is a condition of this Section that You have taken reasonable care to ensure all returns are complete and correct and are submitted within the statutory time limits allowed.
- (8) If the Appointed Representative has to carry out routine accounting or corrective work You will need to pay any fees for this out of Your own funds. It is not normally considered appropriate for accountants to carry out review work on records prior to submission to the Revenue Commissioners but if the Appointed Representative considers this necessary the Company will pay the cost of this provided that the Claims Administrator has consented to the work being carried out.
- (9) The Company will not pay accountant's costs that have been incurred because the Appointed Representative has failed to follow the procedures the Claims Administrator has specified or has charged fees that the Claims Administrator has not agreed to pay.

### Settling your claim

- (10) The Claims Administrator will tell the Appointed Representative about how they will settle their invoice when the audit has been completed.

### Other types of Tax Protection claims

Disputes arising from Employers' compliance with PAYE or PRSI contributions following an audit by the Revenue Commissioners or department of Social Community and Family Affairs; and appeals in relation to VAT assessments are also covered by this Section. If You need to notify the Claims Administrator of a claim that arises from either of these circumstances please follow the instructions outlined in 1 and 2. The Claims Administrator will adopt a similar approach when dealing with these claims as for Revenue Audits (refer to paragraphs 6 to 10) although the actual work carried out by the Appointed Representative will differ. Please note the Company cannot cover disputes with the Revenue Commissioners that result from your failure to register Your business for VAT.

## Procedure for Appointed Representatives when dealing with Tax Protection Claims

The information below details the procedure to be followed by the Appointed Representative when dealing with Your Tax Protection claim. The Claims Administrator will send these instructions to the Appointed Representative when the Claims Administrator appoints them to deal with Your claim.

### Instructions for the Appointed Representative

In the Company's experience it is normally necessary for the Appointed Representative to undertake the following work;

#### (1) Provide information requested in the Revenue Commissioner's initial letter

This should not involve significant re-analysis work. If the information is available, albeit in slightly different form in Your working papers, the Revenue should be invited to accept it as it is in Your papers.

#### (2) Submission (or making available) of business records

Responsibility for the retention and orderly maintenance of business records rests with the Insured Person. The Claims Administrator will not expect to incur significant professional costs associated with their submission to revenue. It will not normally be considered appropriate for the Appointed Representative to carry out review work on the records prior to submission to the Revenue. If it is felt that any such work is necessary, advance agreement of the costs is required. Please send the Claims Administrator a copy of the covering letter sent with the audited accounts at the time of filing.

#### (3) Submission of private financial information, if appropriate to the audit.

- (4) Identify reason for audit.**
- (5) Possible limited further correspondence preparatory to any meeting with the Revenue.**
- (6) Meeting with the Revenue Inspector.**

Where appropriate, meetings with the Revenue can be a productive means to resolve outstanding issues. However, the time involved inevitably makes them expensive in terms of professional fees. It is therefore vitally important that the purpose of the meeting be clearly agreed, in so far as possible in advance, so that the meeting time can be used effectively to resolve remaining issues. The reasons for a meeting should be set out by the Revenue along with the subjects for discussion. It is particularly important that the Revenue be asked to set out in advance any issues which You may be unlikely to be able to answer from memory, in order to facilitate closure of the audit.

As in all insurances there is an obligation for You and on the Appointed Representative acting for You to take reasonable steps to minimise the costs payable under this Section. The Company will only pay for one member of the Appointed Representative's firm to be present at the audit and that the Claims Administrator expects where possible that preparatory work prior to the audit and subsequent to it be done by junior members of staff.

At the end of the above process it will be apparent whether the audit can be drawn to a close or whether the Revenue has significant concerns about the accuracy of the returns.



**Arranged and managed by**



The Courtyard, Carmanhall Road, Sandyford Industrial Estate, Dublin 18  
Phone: 01 213 5000 Fax: 01 213 5001 Email: insure@arachas.ie Web: www.arachas.ie  
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