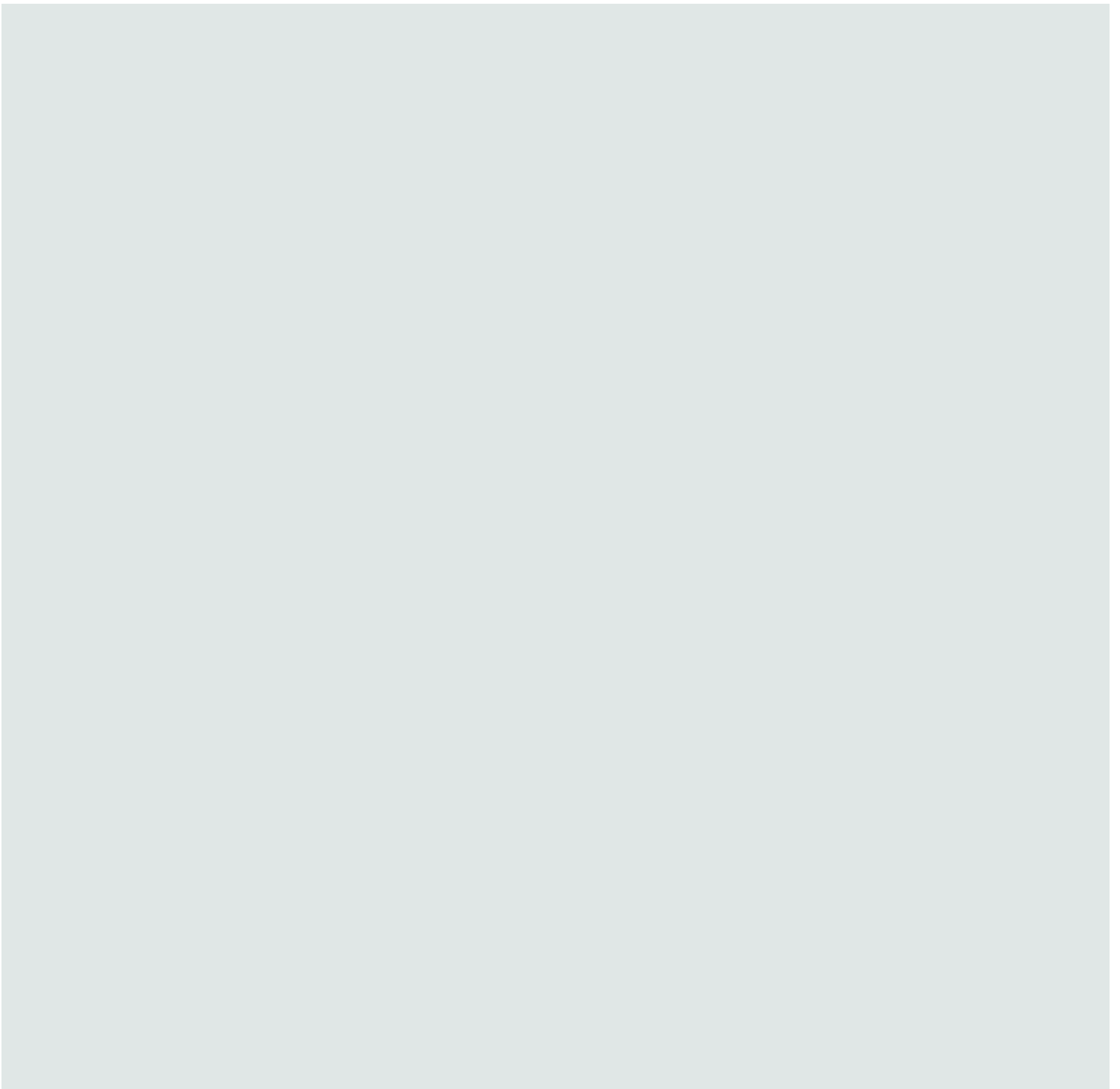




# Zurich Tradestar Commercial Apartment Block Insurance

Policy Document



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# The Contract of Insurance

## Zurich Tradestar Commercial Apartment Block Insurance Policy

The Policy, Schedule and any endorsements should be read as if they are one document.

The Policy is a contract between **you** and **us**.

**We** will insure **you** under those sections shown in the Schedule during any Period of Insurance for which we have accepted your premium provided all the terms and conditions of the Policy are kept.

Other than where expressly provided in this Policy, compliance with all the terms provisions conditions and endorsements of the Policy shall be a condition precedent to your right to recover under this Policy.

For your own protection **you** are recommended to read your Policy and all its Conditions to ensure that it is in accordance with your intentions. **We** would draw your attention specifically to the General Exclusions section of the Policy; the exclusions set out in each section of the Policy; and the Retention memorandum under Section A - Buildings of the Policy.

**We** have agreed to provide Policy cover, and have calculated the applicable premium, based on information provided by **you** or on your behalf including but not limited to:

- information provided in any proposal, or otherwise in response to specific questions asked by **us**;
- information provided and recorded in any Statement of Facts issued to **you**;
- any declarations made by **you** or on your behalf; and/or
- any additional information voluntarily provided.

This is a legal document and should be kept in a safe place.

## Meaning of Words

Certain words in the Policy have special meanings. These meanings are given below. To help **you** identify these words in the Policy **we** have printed them in **bold** throughout.

### Apartment

A self contained unit of residential accommodation within the **apartment block(s)**.

### Apartment Block(s)

The **apartment block(s)** and all outbuildings used for domestic purposes only.

### Average

If, at the time of the **damage**, the sum insured is less than the full reinstatement value of the property insured the amount **we** will pay will be reduced in proportion to the amount of the underinsurance.

### Building(s)

The **building(s)** of the **apartment block(s)** being built of bricks, stone or concrete and roofed slates, non combustible tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non combustible mineral ingredients comprising:

- the **apartment block(s)** and all outbuildings used for domestic purposes only
- walls, gates, fences and hedges
- tennis hard courts, terraces, patios, drives, paths, squash courts and car parks
- tanks, drains, pipes and cables servicing the **apartment block(s)**
- landlord's fixtures and fittings (including fitted carpets/floor coverings in common areas) of **apartments block(s)** only
- satellite dishes, radio and television aerials, fittings and masts affixed to or in the **apartment block(s)**.

### Business

The ownership of and/or the organisation and/or the management of the **apartment block(s)**.

### Continuing Restrictive Condition

Any condition in this Policy, however expressed, that purports to require **you** to do, or not to do, a particular act or acts, or requires **you** to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

### Damage or Damaged

Loss, destruction or **damage**.

### Defined Perils

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, or impact by any vehicle or goods falling therefrom or animal.

### Employee

- who has entered into or works under a contract of service or apprenticeship with **you**, provided a proper wages book is kept which includes each **employee** and each **employee** is registered for PAYE and PRSI
- Any labour only subcontractor or anyone employed by them
- Any self-employed person
- Anyone who is engaged under a Work Experience Scheme or similar scheme
- Anyone who is hired or borrowed by **you**

Working for **you** in connection with the **business**.

### Excess

Where an **excess** is shown in any section of this Policy or any endorsement attached to the Policy, the amount for which **you** will be responsible will be deducted from all claims for **damage** to material property after all other terms and conditions have been applied.

### Resident

The owner of an individual **apartment** within the **apartment block(s)**.

### Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

### Unoccupied

Not permanently lived in.

### We, Us, Our

Zurich Insurance plc.

### You

The person, people or the company shown in the Schedule as the Insured.

## Section A – Buildings

What is insured	What is not insured
<p>The <b>building(s)</b> are insured against <b>damage</b> caused by the events in paragraphs 1 – 11.</p>	
<p><b>1. Fire</b></p> <p>Fire, smoke, lightning, explosion or earthquake.</p>	<p>Smoke <b>damage</b> caused by</p> <ul style="list-style-type: none"><li>• Agricultural or industrial operations.</li><li>• Any gradually operating cause.</li><li>• Smog.</li></ul>
<p><b>2. Stealing</b></p> <p>Stealing or attempted stealing.</p>	<p><b>Damage</b> caused by stealing or attempted stealing not involving entry to or exit from the <b>building(s)</b> by forcible and violent means.</p> <p><b>Damage</b> caused to any <b>apartment</b> which is left <b>unfurnished</b> or <b>unoccupied</b> for more than thirty consecutive days.</p>
<p><b>3. Riot</b></p> <p>Riot or civil, labour or political disturbances or vandals or malicious persons.</p>	<p><b>Damage</b> caused by someone lawfully on the premises.</p> <p><b>Damage</b> caused to any <b>apartment</b> which is left <b>unfurnished</b> or <b>unoccupied</b> for more than thirty consecutive days.</p>
<p><b>4. Storm</b></p> <p>Storm or flood.</p>	<p><b>Damage</b> attributable solely to change in the water table level.</p> <p><b>Damage</b> by frost, subsidence, ground heave or landslip.</p> <p><b>Damage</b> in respect of movable property in the open, hedges, fences and gates.</p>

What is insured	What is not insured
<p><b>5. Water</b></p> <p>Escape of water from any washing machine, dishwasher, refrigerator, freezer, fixed domestic water or heating installation or fixed fish tank. <b>We</b> will also pay for <b>damage</b> to any fixed domestic water or heating installation in the <b>apartment block(s)</b> caused by freezing or forcible or violent bursting.</p> <p><b>We</b> will also pay for costs incurred in locating the source of the <b>damage</b> to the <b>building(s)</b>.</p>	<p><b>Damage</b> caused to any <b>apartment</b> which is left <b>unfurnished</b> or <b>unoccupied</b> for more than thirty consecutive days.</p> <p><b>Damage</b> due to wear and tear, rust or gradual deterioration of any installation.</p> <p>Any amount in <b>excess</b> of €12,750 incurred in locating the source of the <b>damage</b> in any one Period of Insurance.</p>
<p><b>6. Impact</b></p> <p>Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them or by animals.</p>	<p><b>Damage</b> caused by insects or pets.</p>
<p><b>7. Aerials</b></p> <p>Falling satellite dishes, radio and television aerials, fittings or masts.</p>	<p><b>Damage</b> arising from the erection, dismantling, repair or maintenance of such apparatus.</p>
<p><b>8. Oil</b></p> <p>Leakage of fuel oil used solely for domestic purposes in connection with the <b>building(s)</b>. <b>We</b> will also pay for costs incurred in locating the source of the <b>damage</b> to the <b>building(s)</b>.</p>	<p><b>Damage</b> due to wear and tear, rust or gradual deterioration of any installation. <b>Damage</b> caused to any <b>apartment</b> which is left <b>unfurnished</b> or <b>unoccupied</b> for more than thirty consecutive days.</p> <p>Any amount in <b>excess</b> of €12,750 incurred in locating the source of the <b>damage</b> in any one Period of Insurance.</p>
<p><b>9. Trees</b></p> <p>Falling trees or branches.</p> <p><b>We</b> will also pay the cost of removing any fallen trees or branches which cause <b>damage</b> to the <b>building(s)</b>.</p>	<p><b>Damage</b> caused by felling or lopping of trees.</p> <p><b>Damage</b> to gates, fences or hedges.</p>
<p><b>10. Subsidence</b></p> <p>Subsidence or ground heave of the site on which the <b>building(s)</b> stand or landslip.</p>	<p><b>Damage</b></p> <ul style="list-style-type: none"> <li>• caused by settlement due to <b>building(s)</b> load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, faulty workmanship, defective design and/or construction, defective or inappropriate foundations or the use of faulty materials.</li> <li>• caused by <b>building(s)</b> or made up ground or filled in land.</li> <li>• to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts, squash courts, car parks, tanks, drains, pipes or cables servicing the <b>apartment block(s)</b> unless liability is admitted under the Policy for <b>damage</b> to the <b>apartment block(s)</b> from the same cause occurring at the same time.</li> <li>• to floor slabs unless the foundations of the load bearing walls of the <b>apartment block(s)</b> are <b>damaged</b> at the same time.</li> <li>• caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the <b>building(s)</b>.</li> <li>• In respect of any claim the first €1,300.</li> </ul>

What is insured	What is not insured
<p><b>11. Accidental Damage</b></p> <p>Accidental <b>damage</b> not caused by the events under paragraphs 1-10 of this section.</p>	<p><b>Damage</b> caused by or arising from:</p> <ul style="list-style-type: none"> <li>• insects, parasites, vermin or domestic pets.</li> <li>• atmospheric or climatic conditions or the action of light.</li> <li>• alteration, repair, maintenance, decoration, restoration, dismantling or renovation.</li> <li>• demolition, structural alteration or structural repair.</li> <li>• drying, dyeing, washing or cleaning.</li> </ul> <p><b>Damage</b> caused by or consisting of:</p> <ul style="list-style-type: none"> <li>• inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials.</li> <li>• faulty or defective workmanship, operational error or omission, on the part of <b>you</b> or any of your <b>employees</b>.</li> <li>• gradually operating causes.</li> <li>• the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of <b>you</b>.</li> <li>• pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.</li> </ul> <p>but this shall not exclude subsequent <b>damage</b> which itself results from a cause not otherwise excluded.</p> <p><b>Damage</b> caused by or consisting of:</p> <ul style="list-style-type: none"> <li>• corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring or scratching.</li> </ul> <p><b>Damage</b> consisting of:</p> <ul style="list-style-type: none"> <li>• joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection with the above.</li> <li>• mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates.</li> </ul>

What is insured	What is not insured
<p><b>11. Accidental Damage continued</b></p>	<p><b>Damage</b> caused by or consisting of:</p> <ul style="list-style-type: none"> <li>acts of fraud or dishonesty.</li> <li>disappearance, unexplained or inventory shortage, misfiling or misplacing of information.</li> </ul> <p><b>Damage to building(s)</b> caused by its own collapse or cracking unless resulting from a <b>defined peril</b> in so far as it is not otherwise excluded.</p> <p><b>Damage</b> in respect of moveable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.</p> <p><b>Damage</b></p> <ul style="list-style-type: none"> <li>caused by fire resulting from its undergoing any heating process or any process involving the application of heat.</li> </ul> <p><b>Damage</b> in respect of</p> <ul style="list-style-type: none"> <li>jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books.</li> <li>property in transit.</li> <li>computers or data processing equipment.</li> <li>money, cheques, stamps, bonds, credit cards or securities of any description other than such.</li> </ul> <p><b>Damage</b> caused by a <b>defined peril</b> in so far as it is not otherwise excluded.</p>
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<p><b>12. Services</b></p>	
<p>Accidental <b>damage</b> to underground and overhead cables, pipes, tanks or drains servicing the <b>building(s)</b> for which <b>you</b> are responsible.</p>	
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<p><b>13. Pipes</b></p>	
<p>The cost of breaking into and repairing the pipe between the main sewer and the <b>apartment block(s)</b> following the blockage of the pipe.</p>	
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<p><b>14. Glass</b></p>	
<p>Accidental breakage of fixed glass in windows, doors or roofs or fixed sanitary ware in the <b>apartment block(s)</b>.</p>	<p><b>Damage</b> caused to any <b>apartment</b> which is left <b>unfurnished</b> or <b>unoccupied</b> for more than thirty consecutive days.</p>

## Additional Covers

What is insured	What is not insured
<p><b>1. Damage caused by Emergency Services</b></p> <p><b>Damage</b> caused to lawns, paths and gardens by the movement of emergency service vehicles occurring within the confines of the site on which the <b>building(s)</b> stand.</p>	Any amount in <b>excess</b> of €1,300.
<p><b>2. Fire Brigade Charges</b></p> <p>The cover provided by this Policy is extended to include cover for charges that are levied by a fire authority in accordance with the Fire services act 1981 or any subsequent amendments, in controlling or extinguishing fire affecting (or threatening to affect) the property insured by this Policy in circumstances which have given rise to, or would have given rise to <b>damage</b> arising from a cause which is not an excluded clause.</p>	Any amount in <b>excess</b> of €6,500.
<p><b>3. Landscaping Damage</b></p> <p><b>Damage</b> to lawns, trees, plants and shrubs as a result of the events in paragraphs 1 (Fire) and 3 (Riot) occurring within the confines of the site on which the <b>building(s)</b> stand.</p>	Any amount in <b>excess</b> of €6,000. Unless the <b>building(s)</b> are <b>damaged</b> at the same time and by the same cause.
<p><b>4. Replacement of Locks</b></p> <p>The cost of replacing and fitting outside door locks to the <b>apartment block(s)</b> if the keys of such locks are stolen.</p>	Any amount in <b>excess</b> of €500.

## Memoranda

### 1. Additional Costs

**We** will pay the necessary and reasonable expenses that **you** incur in repairing or reinstating the **building(s)** following **damage** insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others.
- the cost of clearing the site and making it and the **building(s)** safe.
- the cost of complying with any government or local authority requirement following **damage** unless **you** were given notice of the requirement before the **damage**.

**We** will not pay:

- fees for preparing a claim under this section.
- for the cost of undamaged parts of the **building(s)** (except the foundations of the **damaged** parts)
- the cost of work stipulated in any notice already served upon **you**.
- costs or expenses incurred in removing debris other than from the **building(s)** and the area immediately adjacent.
- costs or expenses arising from pollution or contamination of property not insured by this Policy.
- any rate, tax or other charge arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with any Public Authority, Regulation or Bye-Law.



## 2. Automatic Reinstatement of the Sum Insured

**We** will automatically reinstate the sum insured upon notification of a claim to **us** unless **we** give **you** written notice to the contrary provided that **you**:

- pay the appropriate additional premium.
- take immediate steps to carry out any amendments in the protection of the **building(s)** as **we** may require.

The most **we** will reinstate in any one Period of Insurance is the sum insured.

## 3. Average

The sum insured in respect of **building(s)** is subject to **average**.

## 4. Excess

The **excess** applicable under this Section is shown in the Schedule attached to this Policy.

## 5. Inflation Protection

To protect **you** from the effects of inflation, **we** will automatically increase the sum insured each year. **We** will work out the renewal premium on the revised sum insured.

## 6. Joint Interest Clause

If **you** or any **resident** has contracted to sell the **apartment block(s)** or any **apartment** **we** will insure the buyer under this section and the Property Owners Liability Section of the Policy up to the date the contract is completed unless he/she has arranged his/her own insurance. The buyer must keep to the terms and conditions of the Policy.

## 7. Limits

The most **we** will pay for **damage** to the **building(s)**, including additional costs, is the sum insured shown on the Schedule or on any subsequent endorsement.

## 8. Mortgagees Clause

If the **building(s)** or any individual **apartments** are mortgaged, the interest of the mortgagee in this insurance will not be prejudiced by any act or neglect of the mortgagor or occupier of the **building(s)** insured by this Policy which increases the risk of **damage** without the authority or knowledge of the mortgagee provided that the mortgagee on becoming aware of an increase in the risk of **damage** advises **us** immediately and pays an additional premium if required.

## 9. Pollution & Contamination Clause

**Damage** caused by pollution or contamination is not insured except (unless otherwise excluded) where **damage** to the property insured is caused by:

- pollution or contamination which itself results from any of the insured events 1 – 6 under this section.
- any of the insured events 1 – 6 under this section which itself results from pollution or contamination.

## 10. Water Table Clause

The cover provided by Section A and B does not include **damage** or **consequential loss** solely due to change in the water table level.

## 11. Settling Claims

**We** will pay the full cost of repair or reinstatement of the **damaged** part of the **building(s)** provided that the work is done without delay or at **our** option, **we** will arrange for the work to be carried out. However, **we** will take off an amount for wear and tear if the **building(s)** are in a poor state of repair or decoration.

**We** will not pay for repair or reinstatement to a condition better or more extensive than the condition of the **building(s)** when new.

## 12. Retention

Where, in the context of **damage** to real property only, **we** pay the costs of repair or reinstatement as above, **we** may:

- a) release a proportion of the estimated cost of repair or reinstatement prior to completion of the work;
- b) pay the balance (otherwise known as the “retained amount”) to **you** on completion of the work and on receipt of appropriate documentation validating the costs incurred by **you** for the repair or reinstatement work (including VAT invoices).

The retained amount will not exceed:

- (i) 5 per cent of the claim settlement amount in a case in which the claim settlement amount is less than €40,000; or
- (ii) 10 per cent of the claim settlement amount in a case in which the claim settlement amount is €40,000 or more.

**Your attention is drawn to the General/Claims Conditions and General Exclusions detailed from Pages 15-20 of the Policy.**

## Section B – Loss of Rent/Alternative Accommodation Cover

### What is insured

### What is not insured

#### Rent Receivable

If the **apartment block(s)** or any **apartment** is made uninhabitable or access to them is denied as a result of **damage** from any cause insured by Section A **we** will pay for any loss of Rent Receivable sustained by **you** or any **resident** (subject to terms of the lease) or the reasonable extra cost of comparable alternative accommodation incurred by **you** or any **resident** (not tenant(s)) but only during the period

- necessary to reinstate the **apartment block(s)** or **apartment** to habitable condition.
- while access to the **apartment block(s)** or **apartment** is denied.

The work of reinstatement or repair must be done without delay.

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#### The Limit

The most we will pay under this section is:

- 2% of the **building(s)** sum insured on the **damaged apartment block(s)** for any one **apartment**.
- 25% of the **building(s)** sum insured on the **damaged apartment block(s)** in total.

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Your attention is drawn to the **General/Claims Conditions and General Exclusions** detailed from **Pages 15-20 of the Policy**.

## Section C – Employers’ Liability Cover

What is Insured	What is not insured
<p><b>Indemnity Provided</b></p> <p>Your legal liability for <b>bodily injury</b> sustained by any <b>employee</b> which arises out of and in the course of his/her employment by <b>you</b> in connection with your <b>business</b>.</p> <p><b>We</b> will pay, subject to the limit of liability:</p> <ul style="list-style-type: none"> <li>• all sums <b>you</b> become legally liable to pay for any claim for damages settled or defended with <b>our</b> consent and claimant’s costs and expenses</li> <li>• all costs and expenses <b>you</b> incur with <b>our</b> consent in defending any claim for damages</li> <li>• solicitors’ fees <b>you</b> incur with <b>our</b> consent for: <ul style="list-style-type: none"> <li>a) representation at any Coroner’s Inquest or Fatal Enquiry into any death</li> <li>b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event</li> </ul> </li> </ul> <p>provided that the <b>bodily injury</b> is caused during the Period of Insurance.</p>	<p>Any liability:</p> <ul style="list-style-type: none"> <li>• arising out of manual work undertaken away from the <b>apartment block(s)</b> other than collection or delivery by <b>you</b> or any of your <b>employees</b>.</li> <li>• which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.</li> <li>• arising out of any work of building construction, reconstruction, structural alteration or demolition.</li> </ul>
<hr/> <p><b>Bodily Injury</b></p> <p>Bodily Injury shall mean:</p> <ul style="list-style-type: none"> <li>• Bodily Injury, disease or illness.</li> <li>• Wrongful arrest, detention, imprisonment or eviction of any <b>employee</b> by <b>you</b> up to a maximum limit of liability of €6,500 any one incident and €32,000 in the aggregate in any Period of Insurance. The limit of Liability shall be inclusive of all costs and expenses.</li> </ul> <hr/>	
<p><b>Limit of Liability</b></p> <p>The most <b>we</b> will pay in respect of any one claim against <b>you</b> or by <b>you</b> or series of claims against <b>you</b> or by <b>you</b> arising out of one cause is €13,000,000.</p> <p>The amount shall be inclusive of:</p> <ul style="list-style-type: none"> <li>• all legal costs and other expenses incurred by any claimant or claimants.</li> <li>• all legal costs and other expenses incurred in defending any claim or claims.</li> </ul> <p>Where <b>we</b> agree to indemnify more than one party then nothing in this Policy shall increase <b>our</b> liability to pay any amount in respect of one claim or series of claims in <b>excess</b> of the amount stated above.</p> <p><b>Discharge of Liability</b></p> <p><b>We</b> may discharge <b>our</b> liability to <b>you</b> in respect of any claim by paying to <b>you</b> or on your behalf the maximum amount payable in respect of any one claim against <b>you</b> or by <b>you</b> or series of claims against <b>you</b> or by <b>you</b> arising out of one cause.</p> <p>If <b>we</b> opt to discharge <b>our</b> liability in this way and have made previous payments in respect of the claim against <b>you</b> or by <b>you</b> or series of claims against <b>you</b> or by <b>you</b> arising out of one cause <b>we</b> will pay the balance of the maximum amount to <b>you</b> or on your behalf.</p> <p><b>Your attention is drawn to the General/Claims Conditions and General Exclusions detailed from Pages 15-20 of the Policy.</b></p>	

## Section D – Property Owners’ Liability Cover

What is insured	What is not insured
<p><b>Indemnity Provided</b></p> <p>Any amounts which <b>you</b>, as owner of the <b>building(s)</b> become legally liable to pay as compensation for an accident, occurring during the Period of Insurance, which causes accidental death or accidental <b>bodily injury</b> to a person or accidental <b>damage</b> to material property.</p>	<p>Any liability:</p> <ul style="list-style-type: none"> <li>• arising from an agreement which imposes a liability which <b>you</b> would not otherwise have been under.</li> <li>• arising from the occupation of the <b>building(s)</b>.</li> <li>• for <b>damage</b> to property owned or held in trust by <b>you</b> or in your custody or control.</li> <li>• for <b>bodily injury</b> to any <b>employee</b>.</li> <li>• for the cost of remedying any defect or alleged defect in the <b>building(s)</b>.</li> <li>• arising from lifts, hoists, escalators, boilers or other similar hazardous equipment which are subject to statutory inspection unless an inspection contract with a qualified engineer (which fully complies with statutory inspection legislation) is in force at the time of any incident giving rise to a claim.</li> <li>• the ownership possession or use of dangerous dogs as specified in Regulations made under the Control of Dogs Act 1986 or any subsequent amending legislation, where such ownership possession or use is not in accordance with the provisions of such Regulations.</li> <li>• arising from the ownership, possession or use of any mechanically propelled vehicle (other than ride on lawnmowers used within the confines of the <b>building(s)</b>, or mobile plant by <b>you</b> or on <b>your</b> behalf <ul style="list-style-type: none"> <li>a) which is licensed for road use</li> <li>b) for which compulsory motor insurance or security is required</li> <li>c) which is more specifically insured</li> </ul> </li> <li>• arising out of any work of building construction, reconstruction, structural alteration or demolition.</li> </ul> <p>Any liability:</p> <ul style="list-style-type: none"> <li>• arising directly or indirectly from the ownership or possession or use by or on behalf of <b>you</b> of craft designed to travel through air or space hovercraft or watercraft other than non mechanically powered craft used on inland waterways.</li> <li>• arising directly or indirectly from the ownership or possession or use by or on behalf of <b>you</b> of vehicle trailers whether attached or not attached to a vehicle while in use in a place for which compulsory insurance is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.</li> <li>• in respect of liquidated damages, fines, penalties, aggravated exemplary or punitive damages.</li> </ul>

## What is insured

## What is not insured

### Bodily Injury

Bodily Injury shall mean:

- Bodily Injury, disease or illness
- Wrongful arrest, detention, imprisonment or eviction of any person other than any **employee** by **you** up to a maximum limit of liability of €6,500 any one incident and €32,000 in the aggregate in any Period of Insurance. The limit of Liability shall be inclusive of all costs and expenses.

### Limit of Liability

The most **we** will pay for any claim or claims arising from any one event is €2,600,000 plus costs agreed by **us** in writing.

### Discharge of Liability

**We** may discharge **our** liability to **you** in respect of any claim under this section by paying to **you** or on your behalf the maximum amount payable in respect of any one accident or series of accidents occurring in connection with any one event. If **we** opt to discharge **our** liability in this way and have made previous payments in respect of the accident or series of accidents occurring in connection with any one event **we** will pay the balance of the maximum amount to **you** or on your behalf. **We** will also pay legal costs incurred prior to the date of such payment.

### Pollution/Contamination Clause – Special condition applying to Section D

Liability arising from Pollution or Contamination is not insured unless 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 Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The most **we** will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the Period of Insurance is €2,600,000. Provided always that **our** total liability to pay compensation shall not exceed €2,600,000.

For the purpose of this condition "Pollution or Contamination" shall mean:

- all Pollution or Contamination of **building(s)** or other structures or of water or land or the atmosphere and
- all **damage** or **bodily injury** directly or indirectly caused by such Pollution or Contamination.

**Your attention is drawn to the General/Claims Conditions and General Exclusions detailed from Pages 15-20 of the Policy.**

## Extension Applicable to Section C Employers' Liability and Section D Property Owners' Liability within the Policy

### Safety, Health and Welfare at Work Act 2005

This Policy subject to its terms and limitations extends to indemnify **you** or any Director or **employee** of **you** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with **our** consent to act for or on behalf of **you** or any Director or **employee** in his defence against a criminal charge for a breach or an alleged breach of the Safety Health and Welfare at Work Act 2005 or any subsequent amendments committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against such Director or **employee** or **you** arising from such proceedings

Provided always that:

1. This extension shall apply only to proceedings brought in a Court of Law in Ireland.
2. **We** will be under no liability:
  - a) where **you** or any Director or **employee** is insured by any other Policy.
  - b) where the criminal charge is in respect of any deliberate or intentional criminal act of **you** or any Director or **employee**.
  - c) in respect of legal fees and expenses which **you** or any Director or **employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the Director or **employee**.

- d) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices.
  - e) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined.
3. **You** or any Director or **employee** shall give to **us** immediate notice of any summons or other process served upon **you** or any Director or **employee** and of any event that may give rise to proceedings against **you** or any Director or **employee**.

## General Conditions

### 1. Alteration of Risk

**You** must tell **us** immediately of any changes to the following provided by **you** to **us** prior to the commencement or renewal of this Policy:

- a) the information provided in any Proposal Form or otherwise in response to specific questions asked by **us**;
- b) the information provided and recorded in any Statement of Fact issued to **you**;
- c) the declarations made by **you** or on your behalf; and/or
- d) any additional information voluntarily provided.

When **you** notify **us** about a change as above, or if **you** otherwise become aware of any such change, as referenced above, **we** may reassess the premium chargeable and Policy cover more generally.

**We** may refuse a claim made by **you** where there has been a change in the subject matter of the Policy which results in a new risk which **we** did not agree to cover and which was beyond **our** and your reasonable contemplation when the Policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

### 2. Cancellation

**We** have the right to cancel this Policy or any section, or part of it, by giving 14 days' notice in writing by registered letter to your last known address.

### 3. Currency

It is understood and agreed that the currency of all premiums, sums insured, indemnities and excesses shown in the Schedule of this Policy or any Renewal Notice or Endorsement relating to them shall be deemed to be Euro.

### 4. Duty to Comply with Policy Conditions

**You** must comply with the terms, limitations, exclusions, conditions and endorsements of this Policy so far as they relate to anything to be done or complied with by **you**, to include **you** cooperating with **us** in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.

Other than where expressly provided in this Policy, your compliance with the terms, limitations, exclusions, conditions and endorsements of this Policy shall be a condition precedent to any liability on **our** behalf to make any payment under the Policy.

Breach of any period specified in a term or condition of this Policy for notification to **us** of a claim, or circumstance that may give rise to a claim, or any other matter referenced in the Claims Conditions section of this Policy, will entitle **us** to refuse payment of a claim where **we** have been prejudiced by the breach in question.

### 5. Effect of Continuing Restrictive Conditions

In this Policy, any term that imposes a **Continuing Restrictive Condition**, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- a) **you** breach any such term; and
- b) during the period of breach **you** suffer a relevant loss; and
- c) such breach increased, in the circumstances concerned, the risk of the loss suffered by **you**,

**we** will have no liability for the loss.

### 6. Fire Extinguishing Appliances

**You** must maintain Fire Extinguishing Appliances in the **building(s)** in efficient working order.

### 7. Instalment Premium Clause

Where **we** agree to accept payment by instalments, any default in payment on the due date may result in the Policy cover being terminated.

### 8. Insurance Act 1936

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

### 9. Interpretation

Where the wording of any endorsement attached to the Schedule or subsequently issued by **us**, conflicts with the printed wording of the Policy document the wording of the endorsement overrides the Policy document.

### 10. Other Insurances

If at the time of the claim there is any other Policy covering the same property or occurrences insured by this Policy, **we** will be liable only for **our** proportionate share.

If any other such Policy has a provision preventing it from contributing in like manner then **our** share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.

### 11. Precautions by the Insured

**You** will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of **employees**.

### 12. (1) Pre-Contractual Representations

**You** acknowledge and accept the following:

- a) **you** have a legal duty prior to entering into the Policy and/or prior to the renewal of this Policy to provide responses to questions **we** ask in relation to the risk(s) to be insured.
- b) a matter about which **we** ask a specific question is material to the risk undertaken by **us** or the calculation of the premium by **us**, or both.
- c) **you** have a legal duty to answer all questions asked by **us** honestly and with reasonable care.
- d) while **we** acknowledge that **you** have no legal duty of voluntary disclosure, **you** shall ensure that information which is voluntarily provided by **you** or on your behalf is provided honestly and with reasonable care.

### (2) Remedies for Misrepresentation

- a) The term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** or on your behalf involves a negligent misrepresentation, the remedy available to **us** shall reflect what **we** would have done had **we** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
  - (i) if **we** would not have entered into the Policy on any terms, **we** may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
  - (ii) if **we** would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if **we** so require;
  - (iii) if **we** would have entered into the Policy, but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on the relevant claim.
- b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, **we** may either:
  - (i) give **you** notice that in the event of a claim **we** will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or
  - (ii) terminate the Policy by giving reasonable notice.
- c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** involves a fraudulent misrepresentation, or where your conduct (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, **we** shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

### 13. Stamp Duty

Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999, or any subsequent amending legislation.

### 14. Subrogation

For the purposes of this clause only, the expression "Insured Person" shall mean the Insured (as stated on the Schedule) and any other person entitled to be indemnified under this Policy.

Save as provided below, **we** shall be entitled to take the benefit of any rights of the Insured Person against any other party before or after the Insured Person has received indemnification under this Policy and the Insured Person shall give all assistance as may be reasonably required by the Insurer.

This clause applies where the Insurer has the right to be subrogated to the Insured Person's rights against some other person but the Insured Person has not exercised those rights and might reasonably be expected not to exercise those rights because the Insured Person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010).

Where in the above circumstances the other person is not insured in respect of their liability to the Insured Person, **we** do not have the right to be subrogated to the Insured Person's rights against that other person.

Where the other person is so insured, **we** may not recover from the other person an amount greater than the amount that that person may recover under their insurance policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, **we** will not exercise our right of subrogation against an **employee** except where the loss was caused by an **employee** intentionally or recklessly and with knowledge that the loss would probably result.

#### 15. Survey Requirements

**You** must implement any requirements and recommendations made following a survey of the premises within the time specified by **us** or **our** representative.

#### 16. Subsidence

If there has been an incident involving subsidence in the last 5 years, subsidence cover is excluded unless written confirmation is received from **us** to state otherwise.

## Claims Conditions

### 1. Liability Claims

#### Action by you

On the happening of any occurrence which may give rise to a claim, or on receiving verbal or written notice of any claim by a third party, **you** shall:

- a) Give immediate notice in writing to **us**.
- b) Forward to **us** immediately on receipt any letter, claim, writ, summons or process received in connection with the occurrence.
- c) Give all necessary information and assistance to **us** to enable **us** to deal with, settle or resist any claim as **we** may think fit. Such information and assistance shall be given without any delay.
- d) So far as reasonably practicable ensure that no alteration or repair is made to any machinery, appliance, plant, way or fitting after an accident has occurred until **we** have had an opportunity of carrying out an inspection.
- e) **You** shall not
  - take any steps to compromise or settle any claim or admit liability without specific instructions in writing from **us**.
  - give any information or assistance to any person claiming against **you** without the consent of **us**.
- f) **We** shall, for so long as **we** desire, take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which **we** may be liable under the Policy.

### 2. Non Liability Claims

#### Action by you

**A** In the event of **damage you** shall

- a) notify **us** immediately.
- b) notify the Garda Síochána immediately it becomes evident that any **damage** has been caused by stealing or attempted stealing, by riot or civil, labour or political disturbances or vandals or malicious persons.
- c) carry out and permit to be taken any action which may be reasonably practicable to prevent further **damage**.
- d) deliver to **us** at your expense:
  - full information in writing of the property lost destroyed or **damaged** and of the amount of **damage**
  - details of any other insurances on any property insured by this Policywithin 30 days after such **damage** (7 days in the case of **damage** caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as **we** may allow
  - all such proofs and information relating to the claim as may reasonably be required
  - if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.



- B** In the event of any **damage** which may consequently give rise to a claim under the Rent/Alternative Accommodation section of this Policy **you** shall:
- a)** notify **us** immediately.
  - b)** deliver to **us** at your expense within 7 days of its happening full details of **damage** caused by stealing or attempted stealing, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.
  - c)** with due diligence carry out and permit to be taken any action which may reasonably be practicable to minimise or check any interruption of or interference with the **business** or to avoid or diminish the loss.

### 3. Arbitration

If any dispute shall arise under this Policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator has reached a decision. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

### 4. Death of the Insured

If **you** die **we** will insure your legal personal representative for any liability **you** had previously incurred under the Policy provided that they keep to the terms of the Policy.

### 5. Fraudulent Claims

If a claim contains information that is false or misleading in any material respect and **you** either know that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, (**Fraudulent Claim**) **we** shall be entitled to:

- a)** refuse to pay the claim; and
- b)** terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the **Fraudulent Claim** was submitted.

In such circumstances of termination **we** shall refuse all liability to **you** under the Policy in respect of any claim made after the date of submission of the **Fraudulent Claim** (but not in respect of any claim(s) made before submission of the **Fraudulent Claim**) and **we** need not return any of the premiums paid under the Policy.

### 6. Right to Settle

**We** shall have the right to settle a claim by:

- the payment of money.
- reinstatement or replacement of the property lost or **damaged**.
- repair of the property lost or **damaged**.

If **we** decide upon reinstatement, replacement or repair **we** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** shall not spend on any one item, more than its sum insured.

### 7. Salvage

**We** have the right to the salvage of any insured property. In addition **we** have the right to enter the **building(s)** where the **damage** has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

## General Exclusions

This Policy does not cover the following:

### 1. Communicable Disease

Liability resulting directly or indirectly from the transmission of any communicable disease or virus by **you**.

### 2. Cyber Risk Clarification

The following clarification applies to all Sections of the Policy other than the Employers Liability Section.

This Policy does not apply to liability, loss, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- a)** the loss or alteration of, or **damage** to  
or
- b)** 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.

### 3. Date Recognition

**Loss, damage, consequential loss or legal liability** of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the total or partial failure of any computer or other equipment or system for processing, storing, retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether the property of the Insured or not, and whether occurring before, during or after the year 2000, to do all or any of the following:

- a) to correctly recognise any date as it's true calendar date
- b) to capture save or retain, and/or to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as it's true calendar date
- c) to capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss or the inability to capture save retain or correctly process such data on or after any date

but in respect of all insurances other than Public Liability and Products Liability this shall not exclude subsequent loss, **damage** or consequential loss (not otherwise excluded) which itself results from a "**defined peril**" otherwise covered by this Policy.

**Note:** This exclusion does not apply to Section C – Employers Liability Cover of the Policy.

### 4. Electrical Plant

**Damage** to any electrical plant or appliance caused by its own:

- over-running
- short-circuiting
- excessive pressure
- self-heating

This exclusion shall not apply where fire spreads to cause **damage** to other plant or appliances or other property insured.

### 5. Faulty or Defective Design

**Damage** or consequential loss caused by faulty or defective design materials or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration, wear and tear. This shall not apply to subsequent **damage** resulting from another cause which happens afterwards and is not otherwise excluded.

### 6. Liquidation

This Policy shall be avoided if the **business** is wound up or carried on by a liquidator, receiver, examiner or permanently discontinued.

### 7. Northern Ireland

**Damage** to any property in Northern Ireland or loss resulting from such **damage** arising from:

- riot or civil, labour or political disturbances
- any unlawful, wanton or malicious act committed maliciously by a person or people acting on behalf of or in connection with any unlawful association or political organisation.

For the purpose of this exclusion "unlawful association" means any organisation which is engaged in **Terrorism** and includes an organisation which is a proscribed organisation as defined in the Northern Ireland (Emergency Provisions) Act 1973. **Terrorism** means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear. If **we** refuse to deal with a claim as a result of this exclusion and **you** dispute **our** decision, **you** must prove that the exclusion should not apply.

### 8. Radioactive/Aircraft

Any expense, Rent/Alternative Accommodation, Legal Liability or **damage** to any **building(s)** directly or indirectly 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.
- c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, riot, civil commotion, insurrection or military or usurped power.
- c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### 9. Unoccupied

**Damage** or loss of Rent/Alternative Accommodation when the **building(s)** are empty or not in use.

### 10. War and Terrorism

This Policy excludes loss, **damage**, cost or expense or liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing currently or in any other sequence to the loss:

- a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
- b) any act of **Terrorism**.

For the purpose of this endorsement an act of **Terrorism** means an act, including but not limited to the use of violence and/or the threat thereof, of any persons or groups(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

This endorsement also excludes loss, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b).

If **we** allege that by reason of this exclusion, any loss, **damage**, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **you**.

## Complaints Procedure

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy.
- If the matter remains unresolved to your satisfaction you can contact Zurich at (01) 6670666 or alternatively you can write to the Customer Service Co-ordinator at Zurich Insurance, PO Box 78, Wexford, or by email to [customercare@zurich.ie](mailto:customercare@zurich.ie).
- If the complaint is still not resolved to your satisfaction, you can write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:
  - (i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: [info@fspo.ie](mailto:info@fspo.ie). Website: [www.fspo.ie](http://www.fspo.ie).
  - (ii) The Central Bank of Ireland, P.O. Box 559, Dublin 1. Lo-Call: 1890 77 77 77 or +353 (0) 1 224 5800.
  - (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

Your right to take legal action is not affected by following any of the above procedures.

# Data Protection

Zurich Insurance plc ('Zurich', '**we**', '**our**', '**us**') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this section, '**you**' or '**your**' shall mean, **you**, the policyholder, or any other person entitled to indemnity under this policy of insurance.

## About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of **our** business activities, **we** will collect, store and process personal data about **you**. The purpose of this section is to give **you** some information about the collection and processing of your personal data. Further information can be obtained in **our** Privacy Policy which is available at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

## The Data we collect

Where appropriate, **we** may collect the following personal data ('Data') from and/or about **you**:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. **We** may also, in certain cases, receive sensitive information from which it may be possible to infer **your** trade union membership, religious or political beliefs (for example, if **you** are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that **you** have made, as well as financial, medical, health and other lawfully obtained information relevant to **your** claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

**We** require this Data in order to manage and administer our relationship with **you**, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil **our** contract with **you**/comply with **our** legal obligations.

**Note:** If **you** provide **us** with Data relating to another person **you** must first: (a) inform that person about the content of **our** Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

## Data collected from third parties

**We** may collect Data from third parties if **you** engage with **us** through a third party, for example through a broker or, in the case of a group scheme, through **your** employer. **We** may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

## What we do with your Data

**We** may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for **you**, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil **our** contract with **you** and comply with **our** legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about **you** with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check **your** details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
  - the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see [www.inslink.ie](http://www.inslink.ie))
  - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
  - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
  - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
  - the Companies Registration Office

The above list is not intended to be exhaustive (please see **our** Privacy Policy for more information).

In addition, **we** may check the Data **you** have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect **our** legitimate business interests and/or the legitimate interests of others.

#### Sharing of Data

**We** may share **your** Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom **we** work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist **us** in carrying out business activities which are in **our** legitimate business interests and where such interests are not overridden by **your** interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, **we** ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for **you**.
- In order to comply with **our** legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of **our** or **our** Group's business (or any part of it).

For further information regarding the third parties that **we** may share Data with, please see **our** Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

In addition, information about claims (whether by our customers or third-parties) is collected by **us** when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help **us** identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation **you** have a right to know what information about **you** and **your** previous claims is held on InsuranceLink. If **you** wish to exercise this right then please contact **us** at the address below.

Finally, where **you** have consented to **our** doing so, **we** may share information that you provide to companies within the Group and with other companies that **we** establish commercial links with so **we** and they may contact **you** (by email, SMS, telephone or other appropriate means) in order to tell **you** about carefully selected products, services or offers that **we** believe will be of interest to **you**.

### Data Retention

The time periods for which **we** retain **your** Data depend on the purposes for which **we** use it. **We** will keep **your** Data for no longer than is required or legally permitted. Please see **our** Data Retention Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

### Automated Decision Making and Profiling

**You** have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning **you** or similarly significantly affects **you** other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with **you** (e.g. **your** policy of insurance);
2. Based on **your** explicit consent – which **you** may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where **we** base a decision on solely automated decision-making, **you** will always be entitled to have a person review the decision so that **you** can contest it and put **your** point of view and circumstances forward.

### Data subject rights

**You** have the following rights in relation to **your** Data which is held by **us**:

1. To ask for details of **your** Data held by **us**.
2. To ask for a copy of **your** Data.
3. To have any inaccurate or misleading Data rectified.
4. To have **your** Data erased.
5. To restrict the processing of **your** Data in certain circumstances.
6. To object to the processing of **your** Data.
7. To transfer **your** Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of **your** Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims.

If **you** wish to exercise any of **your** rights in this regard a request must be submitted in writing to **our** Data Protection Officer (see contact details below). In order to protect **your** privacy, **you** may be asked to provide suitable proof of identification before **we** can process **your** request.

### Privacy Policy

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information **you** need to understand how **your** Data is used by us and should be reviewed in conjunction with **our** Privacy Policy which is available online at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

If **you** have any questions about **your** Data, **you** can contact **our** Data Protection Officer, using the contact details below.

- **Zurich Customer Services on 053 915 7775**
- **dataprotectionofficer@zurich.ie**
- **Data Protection Officer, Zurich Insurance plc, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.**

# Customer Information

## Law Applicable to this Contract

The Insurer with which your contract is concluded is Zurich Insurance plc which is established in Ireland. Under the relevant European and Irish Legal Provisions, the parties to this contract of insurance are free to choose the law applicable to the contract. This contract is governed by Irish Law.

## Arson Prevention

Each year Insurance Companies pay out in **excess** of €13,000,000 in claims for fires started deliberately.

Deliberate fire may be associated with vandalism or burglary and can result in:-

- Premises being extensively damaged or destroyed
- People being seriously injured or even killed
- **Businesses** bankrupted.

**Buildings** can be the subject of deliberate attack by fire both externally and internally. This can be eliminated or reduced by putting into practice certain preventive measures, a number of which are listed hereunder.

- Strengthen doors, window locks, perimeter walls, fencing and gates. Where necessary install intruder and/or smoke alarms.
- Accompany visitors on and off your premises if possible, or at least monitor their movements. Check anyone **you** don't recognise.
- Keep all combustible materials under lock and key, if possible – at least remove from open yards.
- Timber pallets should be stored in open areas well away from **buildings** or perimeter fences.
- Hazardous goods such as inflammable liquids should be removed and locked up separately at the end of each day.
- Gas cylinders should be locked away in a secure and well ventilated compound.
- Petrol or diesel pumps should be immobilised.
- Draw up a plan to deal with the threat of bombs/incendiary attacks.
- Be vigilant for suspicious objects and notify Gardai if anything is found.

**The above measures if implemented where appropriate, should help protect your buildings from deliberate fire.**

## Storm Prevention

To minimise **damage** from storms, **we** suggest the following:

- Roofs have a limited life span and are subject to wear and tear and deterioration over time. Check the roof covering at regular intervals and replace where there are signs of deterioration. Remember, your **Apartment** Policy does not cover the maintenance costs involved in repairing or replacing the roof. The Policy specifically excludes **damage** caused by wear and tear and gradual deterioration.
- Ensure your tiles and guttering are secure.
- Check that the gutters and drains are not blocked.
- If a storm is forecast, make sure all gates are bolted. Put any garden furniture, lawnmowers or plant pots in a garden shed and lock it.

### **Water Damage**

There are various weather hazards which **you** cannot avoid, but against which **you** can protect your **apartment block**.

- Lag pipes and water tanks wherever possible.
- Leave the underside of tanks free to ensure rising warmth can reach them.
- Replace washers on dripping taps.

### **Burglary Prevention**

Unfortunately, theft has become part of everyday life in many areas. Most thieves are opportunists who commit crimes when they spot an easily entered **building**. Such opportunities can be removed by fitting and using good quality locks on doors and windows and by installing an approved alarm system.

- All external doors should be fitted with five-lever mortise deadlocks and the keys should be removed from the lock.
- All patio doors should be fitted with key-operated patio door locks. The keys should be removable. A stop should be fitted in the top of the door frame to prevent the doors from being lifted out of their frame.
- All ground floor windows and other accessible windows, fanlights and rooflights should be fitted with key-operated security locks or stops with removable keys or key-operated security bolts with removable keys.

### **Liability Claims**

- Training record – A training record signed by **employees**, should be documented and kept on file for each and every **employee**.
- Health & Safety statement – This should be read by all **employees** and a signed note (by each **employee**) should be kept on the personnel file to confirm that the statement has been read.
- Accident register – Maintain an accident register to record details of all incidents/claims.



**Zurich Insurance**

PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666 Fax: 01 667 0644

Website: [www.zurich.ie](http://www.zurich.ie)

Zurich Insurance plc is regulated by the  
Central Bank of Ireland.