



ROI Customers
November 2021

Professionals Insurance Policy

Useful phone numbers

Claims

If you want to make a claim, please phone this number day or night.

+353 (1) 858 3233

Contents

Useful phone numbers	2
Welcome to AXA	4
Your policy	5
Meanings of defined terms	6
Policy conditions	7
Policy Exclusions	12

Sections of cover	
Public liability section	16
Personal accident section	25
Employers liability section	30
Business equipment section	36
Professional indemnity section	39

Caring for you	45
----------------	----

Welcome to AXA

Thank **you** for choosing AXA as **your** insurer.
We are one of the largest insurance groups in
the world.

Here in Ireland, we have insured commercial
property for more than 250 years.

You chose **us** because **you** need protection.
You also want a level of service second to
none and, if **you** need help with claims, we
will be there when **you** need **us** most.

This is **your policy** document. It is the
contract that we have made with each
other. We appreciate insurance can be a
complicated business so we have designed
the layout to make it as easy as possible to
follow.

Please read it carefully and if **you** have any
questions, please contact **your** Broker or
your local AXA Insurance office.

Your Policy

Your policy

Welcome to **your** AXA Professionals policy and thank **you** for choosing AXA.

The information **you** have given forms part of the contract of insurance with **us**. **Your** policy, policy schedule and endorsements are evidence of that contract. **You** should read these carefully and keep them in a safe place.

In return for having accepted **your** premium **we** will provide insurance as described in the following pages of **your** policy.

Your policy wording is divided into a number of sections and must be read together with **your** policy schedule. Where a section does not apply **your** policy schedule will state that cover is 'Not Insured'.

On behalf of AXA Insurance dac



Phil Bradley, Chief Executive,
AXA Insurance dac

Registered number 136155. Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1

Important

We recommend **you** read this policy with **your** policy schedule to make sure that it meets **your** needs. If **you** have any questions please contact **us** or **your** insurance broker.

Please read the complaints procedure in the Caring For You section.

We have designed **your** policy booklet to help **you** understand the cover provided.

You will find the following headings on many pages:

What is covered

Under this heading **we** give detailed information on the insurance provided and this must be read with '**What is not covered**' at all times.

What is not covered

Under this heading **we** draw **your** attention to what is not included in **your** policy.

The law that applies to this policy

This policy shall be governed by and construed in accordance with the laws of The Republic of Ireland.

Meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold blue print and will have the same meaning wherever it is used. There are additional defined terms under each section.

Business

Business, described in **your** schedule including

- 1 providing and managing amenities for the benefit and welfare of **employed persons**
- 2 repairing, maintaining and decorating property or premises owned, leased, hired or rented by the business
- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- 4 maintaining and repairing vehicles and machinery owned, leased, hired or rented by the business
- 5 private work **you** allow any **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of business assets.

Employed person

Anyone

- 1 under a contract of service or apprenticeship with **you**
- 2 who is
 - a employed by **you** or for **you** on a labour only basis
 - b self employed

- c hired to **you** or borrowed by **you** from another employer
- d a voluntary helper or taking part in a work experience or training scheme
and under **your** control or supervision.

Excess

First amount of a claim or claims, for which **you** are responsible.

Period of insurance

Period from the start date to the expiry date, shown in **your** schedule.

Policy

Policy and schedule and any endorsements attached or issued.

Policy territories

Anywhere within the Republic of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man other than offshore.

We/us/our

AXA Insurance dac

You/your/yourself

Person(s), firm, company or organisation shown in your schedule as the insured.

Policy conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions:

- 1 cancel **your policy**;
- 2 declare **your policy** void (treating **your policy** as if it never existed);
- 3 change the terms of **your policy**;
- 4 refuse to deal with all or part of any claim or reduce the amount of any claim payments.

Business Failure Condition

This **policy** will automatically cease if the Business is wound up, carried on by a liquidator or receiver, or permanently discontinued.

Cancellation condition

You can cancel the Policy within fourteen days of the date of the first period of insurance which is the “**cooling off period**”.

If you cancel during the cooling off period, **You** will be entitled to a full return of the premium paid provided:

- 1 no claims made under the policy where we have made a payment
- 2 no claims made under the Policy that are still under consideration.
- 3 no incidents likely to give rise to a claim but not yet reported to us.

You may also cancel **your policy** at any other time during the **period of insurance**. **We** will refund part of the premium paid, proportionate to the unexpired **period of insurance**.

- 1 **We** can cancel **your policy** at any time during the **period of insurance** by giving 14 days written notice to your last known address. Where **your policy** is cancelled in accordance with either of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.
- 2 **We** can cancel **your policy** immediately, without giving you notice, if the premium has not been paid. If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance**, the annual premium remains due in full.

We will only refund premium provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of this **policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

We do not have to offer renewal of **your policy** and cover will cease on the expiry date.

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** of any change

- 1 to the **business**
- 2 in the person, firm, company or organisation shown in the schedule as The insured
- 3 to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

Policy conditions *continued*

Any change that was not within the reasonable scope of the agreed business may not be accepted by **us** and claims may not be paid. In this case **your policy** will come to an end from the date of the change unless we agree in writing to accept an alteration

We do not have to accept any request to vary **your policy**. If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium of different terms or conditions of cover may be required by **us**.

Claims notification condition

You must

- 1 as soon as practical
 - a give **us** notice of any circumstances which might lead to a claim under this **policy**
 - b give **us** all the information **we** request
- 2 as soon as practical
 - a on receipt send **us** every letter, court order, summons or other legal document served upon **you**
 - b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this **policy**
 - c notify the police of any loss or damage that has been caused by

malicious persons, thieves, rioters, strikers or vandals.

We will not pay **your** claim where **you** have not complied with this condition.

Claims procedures condition

You must give **us** notice as soon as practical of any event which might lead to a claim under this policy. **You** must give **us** all the information **we** need and send us every letter writ summons or other document. **You** must tell **us** about any prosecution inquest or fatal accident inquiry or dispute for referral to adjudication in connection with any event for which there may be liability under this policy.

b) **You** must not admit liability or agree to accept the decision of any adjudication without **our** written permission. **We** will be entitled to take over and carry out in **your** name the defence or settlement of any claim and to prosecute at **our** own expense and for **our** own benefit any claim for indemnity or compensation against anyone else.

Contractual duties and proportionate remedies condition

You have a duty prior to the start of **your policy**, prior to any variation made during the period of insurance and prior to each renewal, to respond to all questions posed by **us** with complete honesty and with reasonable care.

If **you** respond to the questions posed by **us** in a negligent manner, without complete honesty and/or reasonable care, then we can elect one of the following remedies:

a. we will avoid the contract and refuse all claims, if **we** would not have entered into this contract based on honest and accurate information. **We** will return any premium paid; or

b. we will treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had you responded honestly to the questions posed to **you**; or

c. we will reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the

premium which **we** would have charged had **you** responded honestly to questions posed to **you** and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable.

If **you** have fraudulently responded to any of **our** questions or have been involved in any fraudulent activity, relative to this contract, **we** will void this contract from the start of the **policy**. If there is an active claim, this too will be avoided.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**:

- 1 knowingly makes a fraudulent or exaggerated claim under **your policy**;
- 2 knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
- 3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

we will:

- a** refuse to pay the claim;
- b** declare the **policy** void, treating it as if it had never existed without any refund of premiums.

We may also inform the police of the circumstances.

Instalments condition

If **you** fail to pay a premium instalment to us on the date due, this will result in **your policy** being cancelled from the date the missed instalment was due. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full.

Law applicable

This **policy** shall be governed by and construed in accordance with the laws of the Republic of Ireland.

Number of persons condition

It is a condition of **your policy** that the total number of directors, partners or **employed persons** working in connection with the **business**

- 1 is as declared by **you** and shown in **your** schedule
- 2 will not exceed a maximum of eight persons.

You must tell **us** as soon as possible if the total number of persons shown in **your** schedule increases and **you** must pay an extra premium based on **our** normal rates applicable at that time.

If a claim is notified and **you** have not told **us** of an increase in the total number of persons then as long as:

- a the total number of directors, partners or **employed persons** does not exceed eight persons

b **you** have complied with the change in risk condition

c **you** pay an extra premium, equal to the premium that would have been charged based on the increased number of persons

We will not refuse to deal with **your** claim or reduce the amount of any claim payment.

We will not pay **your** claim where the maximum number of eight persons is exceeded.

Other insurance condition

If a claim is made under this **policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

- 1 a proportionate share of the claim or
- 2 an amount beyond that which is or would be payable under the other policy.

Reasonable care condition

You must take reasonable steps to

- 1 prevent or protect against injury, loss or damage
- 2 keep anything insured in good condition and in full working order
- 3 remedy any defect or any danger that becomes apparent, as soon as possible.

Policy conditions *continued*

If required by **us**, **you** must allow access to **your** premises or activities of **your business** to carry out inspection or survey. **You** must comply with any risk improvements that **we** ask for, within a reasonable period of time, advised by **us**.

Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, nor will **we** pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf

- 1 the defence or settlement of any claim
- 2 steps to enforce rights against any other party before or after payment is made by **us**.

Policy exclusions

Your policy is subject to exclusions and these tell you what is not covered.

General exclusions are set out below and apply throughout your policy under more than one section of cover.

Where exclusions apply to one specific section of your policy they are stated in 'What is not covered' under that section.

Additionally exclusions may be applied by endorsement and if so they will be stated in your policy schedule.

General exclusions

We will not pay for:

1 War and Nuclear Risks

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from;

- a ionising radiation 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.

Any contingency occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power. All operational and non-operational nuclear facilities are excluded.

2 Date recognition

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro-processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000.

- 1 correctly to recognise any date as its true calendar date
- 2 to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- 3 to capture save or retain or correctly to 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 of data or the inability to capture save retain or correctly to process such data on or after any date but this shall not exclude in respect of insured sections subsequent loss or **damage** not otherwise excluded which itself results from fire lightning explosion theft 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 storm

flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by these Sections.

3 Terrorism

Loss **damage** cost or expense of any nature (except so far as is necessary to meet the requirements of the Road Traffic Legislation) directly or indirectly caused by resulting from or in connection with:

Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If **We** allege that by reason of this Exception any loss **damage** cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**. In the event any portion of this Exception is found to be invalid or unenforceable the remainder shall remain in full force and effect.

Definition – Terrorism

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

4 Firearms

Injury or loss or damage arising from your ownership possession or use of any firearm or sporting gun.

5 Fraud and dishonesty

Damage which results from acts of fraud or dishonesty by you, your employees or any other person who is responsible for the property or results from voluntarily parting with title or possession of any property as a result of a fraudulent scheme, trick, device or false claim.

6 Electronic risks exclusion

We will not cover you for any liability or losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any computer systems; or
- 2 any alteration, modification, distortion, erasure or corruption of electronic data in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from a **virus** or **similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

Additional Definitions are:

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives data.

Damage

Damage Accidental loss, destruction or damage.

Electronic Data

Electronic data shall mean facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems.

Hacking

Unauthorised access to any computer systems, whether your property or not.

Phishing

Any access or attempted access to data made by means of misrepresentation or deception.

Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving selfreplication or not. The meaning of **virus** or **similar mechanism** includes but is not limited to, trojan horses worms and logic bombs.

7. Radioactive contamination

- a) loss or damage to any property or any loss or expense resulting or arising from or any consequential loss and
- b) any legal liability directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiation or contamination by radioactivity from any irradiated 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 of its nuclear component

8. Northern Ireland Exclusion

Loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

riot civil commotion and (except in respect of loss or Damage by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons

Terrorism as defined in the Terrorism Exclusion

In any action suit or other proceedings where we allege that by reason of this definition any loss or Damage is not covered by this Policy the burden of proving that such loss or Damage is covered shall be upon You.

8. Northern Ireland Exclusion

Loss destruction or **damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

riot civil commotion and (except in respect of loss or **Damage** by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons

Terrorism as defined in the Terrorism Exclusion

In any action suit or other proceedings where **we** allege that by reason of this definition any loss or **Damage** is not covered by this **Policy** the burden of proving that such loss or **Damage** is covered shall be upon **You**.

9. Pressure Waves

Loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

10. Requisition or Confiscation of Property

Loss or **damage** occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority.

Public liability section

Contents of this section

Meanings of defined terms	16
What is covered	18
Limit of cover	21
What is not covered	21

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Additional persons insured

- 1 The personal representative of any deceased person entitled to the cover provided by this section.
- 2 At **your** request
 - a any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions
 - b any director or **employed person** of **yours** in connection with the **business**
 - c any officer or member whilst undertaking their duties in connection with **your**
 - i canteen, sports, social, educational or welfare organisations
 - ii fire, security, first aid, medical or ambulance services
 - d any director or officer of **yours** for whom private work is undertaken by any **employed person**, with **your** prior consent.

Public liability section *continued*

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

- 1 of any claimant which **you** or any of the **additional persons insured** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured** and this will include solicitors fees at
 - a any coroner's inquest or fatal accident inquiry
 - b summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** legal liability beyond that applicable in the absence of those terms.

Event

Claim or series of claims against **you** or the **additional persons insured** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Limit of indemnity

The amount shown in **your** schedule as the limit of indemnity.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Personal injury

Personal injury or infringement of a person's legal right other than

- 1 **bodily injury**
- 2 a right arising from title to, or an interest in property.

Pollution or contamination

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

Loss, damage or **bodily injury** directly or indirectly caused by the pollution or contamination.

Hazardous locations

- 1 aircraft
- 2 airport or airfield runways, manoeuvring areas or aprons, or any

Public liability section *continued*

other parts of airports or airfields to which aircraft ordinarily have access

- 3 watercraft
- 4 railways or railway installations
- 5 docks or harbours
- 6 quarries, mines or collieries
- 7 chemical or petro-chemical works, oil refineries, gas works or fuel storage facilities
- 8 power stations or nuclear plant
- 9 bridges, viaducts, tunnels, dams, chimneys shafts, towers or steel

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under

- i) the Safety Health and Welfare at Work Act 2005
- ii) Consumer Information Act 1978
- iii) the Food Safety Authority of Ireland Act 1998

✓ What is covered

We will pay the amount of damages which **you**, or any of the **additional persons insured**, are legally liable to pay as a result of accidental

- 1 **bodily injury** to any person
- 2 loss of or damage to material property
- 3 obstruction, trespass, nuisance or interference with any right of way, air, light or water

- 4 wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy.

Occurring within the **territorial limits** during the period of insurance in connection with **the business** including legal liability caused by the nature or condition of anything supplied by **you** in the course of the business.

Claims costs cover

We will pay **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not cover **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of €250 per day, for each day that **we** request any director, partner or €150 for **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Contingent motor liabilities cover

We will pay the amount of damages for which **you** are liable by law and **claim costs** as a result of accidental

- 1 **bodily injury**
- 2 loss of or damage to material property not owned or held in trust by **you** or in **your** custody or control

occurring during the **period of insurance** and arising out of

Public liability section *continued*

- a the use by an **employed person** of their own motor vehicle within the European Union
- b the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working.

The Road Traffic Act exclusion in this section does not apply to this cover provided that **we** will not make any payment

- i for loss of or damage to any motor vehicle referred to in **a** or **b** above
- ii unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
- iii where cover is provided by another insurance policy.

Cross liabilities cover

Any person, firm, company or organisation is entitled to the cover provided by this section, as if a separate policy had been issued to each, but the total amount payable by **us** on behalf of all, will not exceed the **limit of indemnity** in any circumstances.

Manslaughter costs cover

We will pay for **manslaughter costs** as a result of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential

claim against **you** or any of the **additional persons insured** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or withdrawn, **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences, during any one **period of insurance**, is €250,000.

We will not cover

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order

Public liability section *continued*

- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses insured by any other policy
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Personal liability cover

At **your** request, **we** will pay the amount of damages for which any of **your** directors, partners or **employed persons** or their spouse or children are liable by law and **claim costs**, as a result of accidental

- 1 **bodily injury**
- 2 loss of or damage to material property, not owned by or held in trust by **you** or them, or in **your** or their custody or control

occurring during the **period of insurance**, incurred in a personal capacity during temporary visits anywhere in the world in connection with the **business**, other than

- a arising out of the ownership or occupation of land or buildings
- b where cover is provided under any other insurance
- c in circumstances which a policy or section exclusion applies.

Safety legislation costs cover

We will pay for **safety legislation costs** as a result of any **bodily injury** or loss of or damage to material property occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured**, for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

We will not cover

- 1 fines, penalties or awards of compensation imposed by a criminal court

Public liability section *continued*

- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses insured by any other policy
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.
- 6 proceedings as a result of a deliberate act or failure

Temporary employee cover

The total number of directors, partners or **employed persons** ordinarily working in connection with the **business** is shown in **your** schedule. However if **employed persons** are engaged on a temporary basis and the total number of working days for all temporarily **employed persons** in any one **period of insurance** is less than 50 days, the cover under this section will automatically be provided and **you** do not need to pay an additional premium or change the number of persons shown in **your** schedule.

Limit of cover

The most **we** will pay for the total of all damages arising from one **event** is the **limit of indemnity**.

The **limit of indemnity** is also the most **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from

1 pollution and contamination

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **event**, will not be more than the **limit of indemnity**.

We will pay **claim costs** in addition to the **limit of indemnity**.

As a result of any claim or claims **we** may at any time, pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment, except for **claim costs** incurred before the date of the claim payment.

x What is not covered

Aircraft and watercraft exclusion

We will not cover legal liability arising from **you** owning, possessing or using any

- 1 aircraft
- 2 watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

Airside exclusion

We will not cover legal liability arising in connection with work undertaken in or on

- 1 aircraft or watercraft

Public liability section *continued*

- 2 airport or aerodrome runways, manoeuvring areas or aprons, or those parts of airports or aerodromes to which aircraft ordinarily have access.

Asbestos exclusion

We will not cover legal liability in any way arising from or contributed to by

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any property or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

Contractual liability exclusion

We will not cover **contractual liability**, liquidated damages or any contractual fines or amounts payable under penalty clauses.

Damage to goods supplied, own or completed works exclusion

We will not cover loss of or damage to goods or materials supplied or for use by **you**, or any work, process or other operation that **you** or anyone on **your** behalf are carrying out or have completed. This exclusion will not apply to goods or materials or any work, process or other operation previously supplied, used, carried out or completed under a separate contract.

Design and advice and treatment exclusion

We will not cover legal liability arising from

- 1 advice, instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or given for a fee
- 2 physical, mental or cosmetic treatment of any person (other than first aid treatment).

Employee injury exclusion

We will not cover **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

Excess exclusion

We will not cover the **excess** shown in **your** schedule. **You** will have to pay the **excess** for loss of or damage to property and this will apply to each **event**.

Foreign work exclusion

We will not cover legal liability arising outside the **policy territories**, except where temporary work is undertaken within the European Union, by persons ordinarily resident within the Republic of Ireland, for a period or periods of up to 180 days in total, during any one period of insurance.

Liability under agreement exclusion

We will not cover legal liability assumed under agreement unless **you** allow **us** to undertake the conduct and control of claims.

North America exclusion

We will not cover legal liability caused by the nature or condition of anything supplied by you in connection with the business which is directly or indirectly exported to the United States of America or Canada.

Offshore exclusion

We will not cover legal liability arising in connection with any person while **offshore**.

Pollution and contamination exclusion

We will not cover legal liability arising from **pollution or contamination**, other than caused by a sudden and unexpected incident which takes place at a specific time and place during the **period of insurance**. All **pollution or contamination** which arises out of one incident will be considered to have happened at the time the incident takes place.

Property under your control exclusion

We will not cover loss or damage to property owned by **you** or which is held in **your** care, custody or control.

But **we** will cover

- 1 premises which are leased, let, rented, hired or lent to **you**, as long as a tenancy or other agreement does not
 - a result in **contractual liability**
 - b say that loss or damage must be insured under a property insurance policy arranged by **you** or on **your** behalf

- 2 premises including contents which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**
- 3 **employed persons** or visitors vehicles or effects while on **your** premises.

Recall or refunds exclusion

We will not cover loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund for goods or materials supplied or used.

Rectification of defects exclusion

We will not cover

- 1 the cost or value of any defective, harmful or unsuitable goods, materials or work, process or other operation supplied, used or undertaken
- 2 expenditure incurred by anyone in
 - a investigating or providing a remedy for
 - b removing, reinstating, replacing, reapplying or rectifying

any defective, harmful or unsuitable goods, materials or work, process or other operation supplied, used or undertaken.

Road Traffic Act exclusion

We will not cover legal liability arising out of the ownership, possession or use by **you** or on **your** behalf or use by any of the **additional persons insured** of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation.

Overseas establishment

We shall not be liable for claims caused by or arising from any associated or subsidiary company of yours, or any of your branch offices, or any representative of yours with power of attorney, registered, having premises or resident outside the policy territories.

Hazardous locations exclusion

We will not cover legal liability arising in connection with any work in, or on hazardous locations.

Personal accident section

Contents of this section

Meanings of defined terms	25
What is covered	26
What is not covered	27
Section conditions	28

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Accident

A sudden, unexpected, specific event which occurs at an identifiable time and place.

Hazardous pastimes

The **insured person** taking part in, or practising for

- 1 racing, competitions, rallies or trials on wheels or on horseback
- 2 hang-gliding, parachuting, parascending, paragliding or bungee jumping
- 3 mountaineering, rock climbing, potholing, caving or white water rafting
- 4 diving underwater involving the use of breathing apparatus
- 5 off piste skiing, sleighing or snow boarding.
- 5 rugby soccer gaelic football hurling camogie or any other sport undertaken on a professional or semiprofessional basis including those aforementioned

Inception

The date that an **insured person** is first included in this insurance.

Injury

Identifiable physical injury caused by an **accident** which solely and independently of any other cause, results in the death or disablement of the **insured person**, within 24 months of the date of the **accident**.

This includes illness arising directly from the injury or medical or surgical treatment made necessary by the injury.

Insured person

Each of the persons described in **your** schedule who is under 75 years of age.

Loss of sight, hearing or speech

Total and irrecoverable loss of

- 1 sight in one or both eyes
- 2 hearing
- 3 speech.

Loss of limb

Permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, or permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

Temporary total disability

Disability which temporarily prevents the insured person from pursuing their normal occupation.

Permanent total disablement

Disablement which entirely prevents the **insured person** from attending to any occupation, to which they are reasonably suited by training, education or experience and which

- 1 lasts 12 months and
- 2 the opinion of an independent medical referee is that the condition is beyond hope of improvement.

✓ What is covered

We will pay **you**, or in the event of **your** death, **your** personal representatives, in accordance with the benefits shown in **your** schedule, if at any time during the **period of insurance** an **insured person** sustains **injury**.

Benefit A

• Death • Loss of sight • Loss of limb •

Permanent total disability

We will not pay benefits for more than one of the benefits shown.

Benefit A will only be payable if **bodily injury** arises out of the **insured person's** occupation in the course of the **business**.

Benefit B

Temporary total disability

Benefit will be paid for a maximum of 104 weeks from the date of disability excluding the first 14 days of disability.

Payments under Benefit B will stop as soon as Benefit A becomes payable or the

Personal accident section *continued*

insured person is able to work (whether full-time or part-time).

Any payment made for Benefit B will be deducted from the payment made for Benefit A.

Disappearance cover

If during the **period of insurance**, an **insured person** goes missing and sufficient evidence is produced to confirm that the **insured person** sustained an **injury** likely to have caused death, it will be presumed after 12 months that death has occurred and **we** will pay the benefit shown in **your** schedule. However if the **insured person** is subsequently found to be alive, **you** will be required to refund to **us** any amount already paid.

Maximum benefits

Benefit payable under this section will not exceed the amounts shown in **your** schedule for each **insured person**.

Payment of benefits

We will only pay under one of the benefits shown in **your** schedule as a result of one **accident**.

✘ What is not covered

Armed forces exclusion

We will not cover claims in any way caused or contributed to, by the **insured person** engaging in or taking part in armed forces service or operations.

Chemical weapon exclusion

We will not cover claims in any way caused or contributed to, by the actual or threatened malicious use of pathogenic or poisonous, biological or chemical materials.

Criminal act exclusion

We will not cover claims in any way caused or contributed to, by the **insured person's** own criminal act.

Deliberate act exclusion

We will not cover claims in any way caused or contributed to, by the **insured person's** deliberate exposure to exceptional danger (except in an attempt to save human life).

Drugs and alcohol exclusion

We will not cover claims in any way caused or contributed to, by the **insured person** being under the influence of alcohol or drugs, not prescribed by a qualified medical practitioner.

Flying exclusion

We will not cover claims in any way caused or contributed to, by the **insured person** engaging in flying of any kind other than as a passenger.

Hazardous pastimes exclusion

We will not cover claims in any way caused or contributed to, by **hazardous pastimes**.

Pre-existing condition exclusion

We will not cover claims in any way caused or contributed to, by

- 1 any existing condition or chronic or recurring disease or disorder, or
- 2 any other condition about which the **insured person** knew about and has
 - a sought advice, diagnosis, treatment or counselling
 - b become aware, or should reasonably have been aware
 - c been treatedin the 12 months immediately prior to **inception**.

Suicide and insanity exclusion

We will not cover claims in any way caused or contributed to, by the **insured person's** suicide, attempted suicide or intentional self-injury, or the **insured person** being in a state of insanity.

War risk exclusion

We will not cover

- 1 any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- 2 confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Change in circumstances condition

You must tell **us** as soon as **you** become aware of any **injury**, illness, disability or other condition where the **insured person** has become affected.

Claims evidence condition

- 1 The **insured person** must as early as possible seek the attention of a qualified medical practitioner in the event of **injury** or illness which causes or may cause a claim and all certificates, information and evidence required by **us** in connection with such **injury** or illness is to be provided at **your** or the **insured persons** expense.
- 2 All medical records, notes and correspondence in connection with a claim or a related pre-existing condition must be made available on request to any medical adviser appointed by **us** and that medical

Personal accident section *continued*

adviser is to be allowed to examine the **insured person** as often as necessary.

- 3 If the **insured person** dies **we** will be entitled to have a post mortem examination at **our** expense.

Conditions relating to benefit payments

- 1 The maximum amount we will pay under Benefit B will not be more than 75% of the average weekly income of the insured person (excluding overtime commission and bonuses) over the 12 months prior to the benefit becoming payable
- 2 We will not presume accidental death if the insured person disappears
- 3 If an event happens which may lead to a claim under this section the insured person must go to a qualified medical practitioner as soon as possible
- 4 The insured person must give us reports certificates and information we ask for in support of a claim. The insured person must have a medical examination at our expense if we ask
- 5 We do not have to accept or be affected by any trust charge or assignment relating to this insurance.
- 6 If the insured person dies we will be entitled to have a post-mortem examination at our expense

Employers liability section

Contents of this section

Meanings of defined terms	30
What is covered	31
Limit of cover	34
What is not covered	34
Section conditions	35

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Additional persons insured

- 1 The personal representative of any deceased person entitled to the cover provided by this section but only in respect of liability incurred by the deceased person.
- 2 At **your** request
 - a any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions
 - b any director or **employed person of yours** in connection with the **business**
 - c any officer or member whilst undertaking their duties in connection with **your**
 - i canteen, sports, social, educational or welfare organisations
 - ii fire, security, first aid, medical or ambulance services
 - d any director or officer of **yours** for whom private work is undertaken by any **employed person**, with **your** prior consent.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

- 1 of any claimant which **you** or any of the **additional persons insured** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured** and this will include solicitors fees at
 - a any coroner's inquest or fatal accident inquiry
 - b summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** legal liability beyond that applicable in the absence of those terms.

Limit of indemnity

The amount shown in **your** schedule as the limit of indemnity.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Offshore

On or working from, or travelling by sea or air, to from or between an offshore rig, platform or similar offshore installation.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety legislation enacted with the **policy territories**.

✓ What is covered

We will pay the amount of damages which **you**, or any of the **additional persons insured**, are legally liable to pay as a result of accidental **bodily injury** to any **employed person** caused during the **period of insurance** in connection with the **business**.

Claim costs cover

We will pay **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not cover **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of €250 per day, for each day that **we** request any director, partner or €150 for any **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Injury to working partners cover

If **you** are a working partner the cover will apply as though **you** were an **employed person** as long as

- 1 **bodily injury** is sustained while **you** are working in connection with the **business**
- 2 **bodily injury** is caused by another partner or **employed person** while working in connection with the **business**
- 3 **you** have a valid right of action for negligence against the other partner or **employed person**.

Manslaughter costs cover

We will pay for **manslaughter costs** as a result of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or withdrawn, **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed

by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences, during any one **period of insurance**, is €250,000.

We will not cover

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses insured by any other policy
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Safety legislation costs cover

We will pay for **safety legislation costs** as a result of any **bodily injury** or loss of or damage to material property occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured**, for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

We will not cover

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses insured by any other policy
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Temporary employee cover

The total number of directors, partners or **employed persons** ordinarily working in connection with the **business** is shown in **your** schedule. However if **employed persons** are engaged on a temporary basis and the total number of working days for all temporarily **employed persons** in any one **period of insurance** is less than 50 days, the cover under this section will automatically be provided and **you** do not need to pay an additional premium or change the number of persons shown in **your** schedule.

Unsatisfied court judgements cover

We will at **your** request pay an **employed person** or their personal representative the amount of any award to that person as a result of a judgement which has been obtained for **bodily injury** against any company, partnership or individual conducting a business within the **policy territories** and which remains unpaid six months after the date of the judgement.

We will only provide cover if

- 1 there is no outstanding appeal
- 2 the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
- 3 the judgement was obtained in a court within the **policy territories**
- 4 the **employed person** or their personal representative assigns the judgement to **us**.

Limit of cover

The most **we** will pay for the total of all damages and **claims costs** is the **limit of indemnity** shown in your schedule and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence. As a result of any claim or claims, we may at any time pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. We will not then be liable to make any further payment as a result of the claim or claims.

x What is not covered

Foreign work exclusion

We will not cover legal liability arising outside the **policy territories**, except where temporary work is undertaken within the European Union, by persons ordinarily resident within the Republic of Ireland, for a period or periods of up to 180 days in total, during any one period of insurance.

Offshore exclusion

We will not cover legal liability as a result of **bodily injury** to any **employed person** while **offshore**.

Road Traffic Act exclusion

We will not cover legal liability for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

Health and Risk Assessment

We shall not be liable for any claim in respect of Injury to any employed person under this section unless a written Safety Statement (incorporating Risk Assessment) is in the workplace.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about this condition or whether **you** need to notify **us** about any matter, please contact **us**.

Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

Business equipment section

Contents of this section

Meanings of defined terms	36
What is covered	36
What is not covered	37

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Damage

Loss, destruction or damage.

Property insured

Office and business equipment, including portable electronic equipment, belonging to, or borrowed or leased by **you**, or **your** partners, principals, directors or employees, used in connection with the **business**, referred to in **your** schedule as 'Business Equipment', anywhere within the **policy territories** or temporarily, elsewhere in the world.

✓ What is covered

We will pay **you** for accidental **damage** to the **property insured**, occurring during the **period of insurance** in accordance with the following basis of settlement.

Basis of settlement

We will pay **you** for the value of the **property insured** at the time of its **damage** or for the amount of the **damage**, or at **our** option reinstate or replace the **property insured** or any part of it and

- 1 claims for the total loss or destruction of **property insured**, will be settled on the basis of replacement of property similar to, but no better or more extensive than the **property insured** when new
- 2 claims for partial loss or destruction of **property insured**, will be settled on the basis of restoration to a condition no better or more extensive than the condition of the **property insured** when new.

We will not cover more than the sum insured shown in **your** schedule for the **property insured**.

In the event of any loss the sum insured will be automatically reinstated from the date of the loss, unless there is written notice either by **us** or by **you** saying otherwise. **You** will have to pay an additional premium for this.

Financial interest cover

The financial interest of anyone with whom **you** have entered into a loan, lease or hire purchase agreement for any item or part of the **property insured** is automatically noted and in the event of a claim **we** should be given details of the financial interest.

x What is not covered

Breakdown exclusion

We will not cover **you** for **damage** caused by mechanical or electrical breakdown or derangement.

Excess exclusion

We will not cover **you** for the amount of the **excess** shown in **your** schedule.

Sonic bangs exclusion

We will not cover **you** for **damage** by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Unattended vehicle exclusion

We will not cover **you** for theft or attempted theft of **property insured** while contained in an unattended vehicle or trailer, unless there is evidence of forcible and violent entry to the vehicle or trailer.

Unexplained losses

We will not cover **you** for unexplained disappearance or inventory shortage.

Wear and tear exclusion

We will not cover **you** for

- 1 **damage** due to wear and tear or gradual deterioration, rust, action of light or atmospheric conditions
- 2 the cost of normal upkeep, cleaning or normal repairs.

Defective materials and undamaged items

The costs and expenses for repair or replacement of any defective materials or undamaged items.

Shortages

Unexplained disappearance or inventory shortage.

Confiscation risks

Confiscation or loss of or damage to property by or under the order of any government or public or local authority.

Fines and penalties

Any penalties or fines incurred by you except consecutive from a material damage

Professional indemnity section

Contents of this section

Meanings of defined terms	39
What is covered	40
Limit of cover	41
What is not covered	41
Section conditions	44

You schedule will show if this section is covered.

Important

This section operates on a claims made basis. This means that **we** will only provide cover as a result of **claims** or losses made against **you** and notified to **us** during the **period of insurance**.

Meanings of defined terms

You can find the meanings for words in bold blue on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, bodily injury, illness or disease.

Circumstances

Any incident, occurrence, fact, matter or act which **you** become aware of that may result in a loss or **claim** against **you**.

Claim(s)

Any verbal or written demand, notice or communication

- 1 making a claim, counter claim, allegation, assertion or application for legal remedy

Professional indemnity section *continued*

- 2 containing reference to, or serving notice of intent to start legal proceedings
- 3 invoking any pre-action protocol as set under the Civil Procedure Rules
- 4 referring to arbitration, adjudication or complaint proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability by law beyond that applicable in the absence of those terms.

Defence costs

Costs and expenses incurred by **us**, or by **you** with **our** written permission, in connection with the investigation, defence or settlement of any **claim** against **you**, for which an award of damages is paid or may be payable under this section.

Documents

Any documents, information or data, including computer systems records and electronic data, which are **your** property or are looked after by or deposited with **you** in the usual course of the **business** and which **you** are responsible for, excluding bearer bonds, coupons, bank or currency notes and negotiable instruments.

Limit of indemnity

The amount shown in **your** schedule as the limit of indemnity.

Pollution or contamination

Pollution or contamination of buildings or other structures; or of water, land or the atmosphere.

Loss, damage or **bodily injury** directly or indirectly caused by the pollution or contamination.

Professional business activity

The professional services undertaken by **you**, or on **your** behalf in connection with the **business** or by any person or partner **you** have succeeded in the **business**.

✓ What is covered

Civil liability cover

We will pay the amount of damages and claimants cost and expenses, if a **claim** is made as a result of civil liability in connection with the **professional business activity**, provided the **claim** is first made against **you** during the **period of insurance** and **we** are notified during the same **period of insurance** or within seven days after expiry.

Defence costs cover

We will pay **defence costs** but **we** will not cover costs and expenses for any part of a **claim** not covered by this section.

Documents cover

We will pay reasonable costs and expenses for replacing or restoring **documents**, up to a maximum of €50,000 during any one **period of insurance**, that have become lost or damaged in the conduct of the **professional business activity**.

We will only pay if loss or damage

- 1 occurs whilst the **documents** are in **your** custody or control, in transit or entrusted by **you** to another party
- 2 is discovered by **you** and notified to **us** during the **period of insurance**.

We will not cover **documents** which are stored on a computer system, unless these **documents** are duplicated on at least a daily basis with the intention that the duplicate can be used to restore the **documents**, in the event of loss or damage.

Notification cover

You are required to notify **us** of any **claim** or **circumstances** as soon as possible. Any **claim** arising from **circumstances** notified during the **period of insurance** and which is later made against **you** after the expiry of the **period of insurance**, will be considered to have been made against **you** during the **period of insurance** in which **you** first told **us** of the **circumstances**.

Limit of cover

The most **we** will pay as a result of damages and claimants costs and expenses, as a result of any one **claim** made against **you**, is the **limit of indemnity**.

All **claims** attributable to the same act, error or omission, or series of acts, errors or omissions, as a result of or arising directly or indirectly from the same source or original cause, will be regarded as one **claim**.

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **claim**, will not be more than the **limit of indemnity**.

Any dishonesty or fraud, committed by a person or people acting together will be regarded as one **claim**.

We will pay **defence costs** in addition to the **limit of indemnity**.

As a result of any **claim(s)**, **we** may at any time pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment as a result of the **claim(s)**.

x What is not covered

Asbestos exclusion

We will not cover any **claim** in any way, arising from or contributed to by

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any property or on land

- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

Construction or installation exclusion

We will not cover any **claim** arising from the conduct of the **professional business activity** where **you** contract to undertake any construction, erection, installation or maintenance works, or manufacture or supply materials or equipment (other than project models or displays) in connection with such works.

Contractual liability exclusion

We will not cover **contractual liability**.

Controlling interest exclusion

We will not cover any **claim** arising from or brought by a firm, company or organisation

- 1 with a financial interest in **you**
- 2 in which any of **your** partners, directors or principals have a controlling interest unless a claim is brought against **you** by a source independent of such firm, company or organisation.

Date recognition exclusion

We will not cover **you** for any **claim** arising out of the failure of electronic, electromechanical data processing or electronically controlled equipment or **electronic data**, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date.

Directors liabilities exclusion

We will not cover any **claim** made against **you** or **your** directors, officers or trustees as a result of a breach of their duties.

Dishonesty or deliberate acts exclusion

We will not cover

- 1 any fraudulent or dishonest act or omission, committed or condoned by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to that person. **We** will not pay any person committing, condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature
- 2 defamation, unless it can be shown that **you** acted in good faith, or **you** could not reasonably have known of or prevented a defamatory statement
- 3 any act, error or omission that **you** deliberately spitefully or recklessly commit, condone or ignore.

Employment disputes exclusion

We will not cover any **claim** arising out of any kind of employment related dispute, or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective employee of **you**s.

Excess exclusion

We will not cover the **excess** shown in **your** schedule. **You** will have to pay the **excess** shown as a result of each **claim**, except where the **claim** is solely under the **documents** cover. All **claims** attributable

Professional indemnity section *continued*

to the same act, error, or omission, or series of acts, errors or omissions as a result of or arising directly or indirectly from the same source or original cause will be regarded as one **claim**.

Fines and penalties exclusion

We will not cover any fines, penalties, punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of a court.

Goods supplied exclusion

We will not cover any **claim** arising out of any goods or materials **you** have supplied or used, or made arrangements to supply or use, or the manufacture, repair, sale, installation or maintenance of any product by **you** or on **your** behalf.

Injury exclusion

We will not cover liability arising out of **bodily injury**

- 1 to any **employed person**, in the course of their employment by **you**
- 2 directly caused to any person as a result of any physical, mental or cosmetic treatment provided by **you**
- 3 to any person in circumstances not mentioned above, unless arising directly from a breach of a duty of care in the **professional business activity**.

Insolvency exclusion

We will not cover any **claim** arising out of or in connection with **your** insolvency or bankruptcy (including any claim made by

your liquidator, provisional liquidator or administrator).

Internet activity exclusion

We will not cover any **claim** arising out of

- 1 the management of financial transactions
 - 2 obscene, blasphemous or pornographic material
- on the internet.

Joint venture exclusion

We will not cover any **claim** arising from a partnership, venture or joint venture of which **you** are a member.

North America claims exclusion

We will not cover any **claim** instituted or pursued

- 1 within the United States of America or Canada, or any territories which come within the jurisdiction of the United States of America or Canada, or in which it is contended that the laws of the United States of America or Canada should apply
- 2 to enforce a judgment obtained in any Court of the United States of America or Canada, or any territories which come within the jurisdiction of the United States of America or Canada.

Pension and financial schemes exclusion

We will not cover any **claim** arising from any fund, plan or scheme established or maintained to provide pension, trust or financial benefits to **you** or any employee of **yours**.

Pollution, contamination and environmental exclusion

We will not cover any **claim** directly or indirectly involving **pollution or contamination** or any environmental damage.

Prior claims or circumstances exclusion

We will not cover any **claim**, loss or any **claims circumstances**

- 1 notified under any other **policy** before the start of this section
- 2 known to **you** or for which **you** should have been aware, before the start of this section.

Property damage exclusion

We will not cover any **claim** for loss of or damage to property unless directly arising from a breach of a duty of care in the **professional business activity**.

Property ownership exclusion

We will not cover any **claim** arising from the ownership, possession, leasing or use of any land or building, structure or any other property or goods, whether mobile or immobile.

Retroactive cover exclusion

We will not cover any **claim** arising from the provision of the **professional business activity**, caused by or due to an act, error or omission prior to the retroactive date shown in **your** schedule.

Trading losses exclusion

We will not cover any **claim** arising out of trading losses or trading liabilities incurred by **you** or any business managed or carried on by **you**.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a **claim**. However **you** will be covered and **we** will pay **your claim** if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Special claims procedures condition

You must inform **us** as soon as possible within the **period of insurance** of

- 1 any **claim** or possible **claim** against **you**
- 2 the discovery of, or any reasonable suspicion that a person has acted dishonestly
- 3 the discovery of any loss of or damage to **documents**
- 4 **claims** or **circumstances**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

Caring for you

There may be times when you feel **you** don't get the service **you** expect from us.

Here's our complaints process to help **you**.

- ▶ For a complaint about **your policy**, contact **your** Broker or local AXA Insurance branch.
- ▶ For a complaint about **your** claim, contact **our** claims action line on 01 8927142.
- ▶ If we can't sort out **your** complaint, **you** can contact **our** Customer Care Department on 0818 505 505 or:
- ▶ **email:**
axacustomer@axa.ie; or
- ▶ **write to:**
AXA Insurance,
Customer Care,
Freepost,
Dublin 1.

If you're unhappy with how we've dealt with **your** complaint, **you** may be able to refer to:

Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin D02 VH29.

Tel: +353 1 567 7000.

Email: info@fspoi.ie **Web:** www.fspoi.ie

Our promise to you:

- ▶ We'll reply to **your** complaint within five days.
- ▶ We'll investigate **your** complaint.
- ▶ We'll keep **you** informed of progress.
- ▶ We'll do everything possible to sort out **your** complaint.
- ▶ We'll use feedback from **you** to improve our service.



We're here to help.

If you have questions or complaints, contact your local AXA Insurance branch or phone your broker.

For help with claims, ring us on

0818 7 365 24