

Trademaster Policy Wording



Contents

Contents	1
Introduction	2
Your Policy.....	3
Important Information.....	3
Policy and Claims Conditions	5
General Conditions	9
Policy Exclusions	10
Policy Definitions.....	12
Liability Insurance	16
Section 1 – Employers’ Liability	16
Section 2 – Public/Products Liability	18
Customer Service	23
RSA Data Protection Notice.....	24

Introduction

Welcome to RSA. Thank you for choosing us as your insurer.

This is your **Commercial Trademaster Liability** policy wording, setting out your insurance protection in detail.

Your Policy comprises of a number of documents including the policy wording (this document), the Schedule (as defined) and Statement of Fact (as defined). This is a legal contract and all documents should be kept in a safe place.

Please read the Policy carefully and if it does not meet your needs, please return it to us or your insurance intermediary.

Your Policy

The Policy is a legal contract between the Insured and RSA Insurance Ireland DAC (also referred to as the Company).

For all purposes, all parties included in the definition of the Insured in the Schedule, shall constitute one Insured, or one party, or legal entity, so that there will be only two parties to the contract of insurance between the Insured and the Company.

The Policy and any Schedule, Statement of Fact, endorsements, clauses and certificates should be read as if they are one document.

This Policy is made up of individual sections. It should be read together with the Schedule which specifies the sections the Insured is insured under and gives precise details of the insurance protection.

We have relied on the information provided by the Insured or the Insured's representative in correspondence, proposal forms and other communications in providing the insurance. Any information supplied by the Insured or the Insured's representative shall be incorporated into the contract. The premium has been based upon the information provided to the Company.

Our acceptance of this risk is based on the information presented to us and our continued acceptance of the Policy is based on any changes from the original information presented being advised to us and accepted by the Company.

Important Information

RSA	RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland.
The law that applies to the contract	The relevant European and Irish laws, allows both parties, both the Insured and the Company, to choose the law applicable to this contract. We propose that Irish law will apply to the contract.
Use of language	Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.
Insurance Act 1936 (Section 93)	All money which is paid or may be paid by us to you under the Policy will be paid in the Republic of Ireland.
Stamp Duties Consolidation Act (1999)	The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.
Currency	All monies which become due under the Policy shall be paid or payable in Euro currency unless otherwise agreed by the Company.
Singular or plural	Any reference to the singular will include the plural or vice versa.

Legislation	Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.
Headings	Any heading in this Policy is for ease of reference only and does not affect its interpretation.
Definitions	Any word or expression to which a specific meaning has been attached or which is in capital letters and/or in bold shall bear such meaning wherever it appears.

Policy and Claims Conditions

(Policy Conditions apply to the whole Policy unless otherwise stated.)

Failure to comply with Policy and Claims conditions 1 to 5 may result in the Company refusing indemnity.

1 Claims Action by the Insured

On the discovery of any circumstance or Event which may give rise to a claim under this Policy the Insured shall:

- A) notify the Company immediately;
- B) give notice within 24 hours to An Garda Síochána or other Police Authority in respect of Damage caused by malicious persons or thieves if insured by this Policy;
- C) carry out and permit to be taken any action which may be reasonably possible to prevent further Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss and minimise or eliminate liability;
- D) in respect of Liability Insurance:
 - 1) forward every letter, claim, writ or summons and process in connection with such circumstances to the Company immediately on receipt;
 - 2) give written notice without undue delay to the Company immediately the Insured shall have knowledge of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this Policy;
 - 3) co-operate with the Company in all aspects of the conduct of the claim.

2 Rights of the Company

No admission, offer, promise, payment or indemnity shall be made, or given, by or on behalf of the Insured without the written consent of the Company; which shall be entitled to take over the absolute control of and conduct in the name of the Insured the negotiation, proceeding, defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit, and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

3 Reasonable Precautions

The Insured at their own expense shall take all reasonable steps to prevent or minimise any Damage or any Injury to Employees or the public. If the Insured discovers any defect or danger, the Insured must make it good as soon as reasonably practicable and, in the meantime take such additional precautions as the circumstances reasonably require.

4 Control of Claims

The Company and every person authorised by the Company:

- A) on the happening of any Damage in respect of which a claim is or may be made under this Policy may enter, take, or keep possession of the building or Premises where the Damage has happened and;
- B) may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner;

without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of this Policy.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

5 Application of Heat away from the Premises

Applicable only to Public/Products Insurance

- A) Where there is an application of heat involving a naked flame, open heat source or hot air paint stripper away from the Insured's Premises:
- 1) no work should be carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements;
 - 2) before burning-off metalwork built into or projecting through walls or partitions, an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat;
 - 3) the area of work will be cleared of combustible material for a safe distance from or beneath the place where such work is being carried out. A safe distance shall not be less than fifteen metres when welding or cutting operations are carried out. Where such precautions are impracticable such material will be covered with non-combustible blankets or screens. Combustible parts of premises will be similarly protected with non-combustible blankets or screens.
 - 4) at least one water (with a capacity of more than 8.2 litres), dry powder (with a weight of more than 1.2 kilograms) or other fire extinguisher of an equivalent rating of a type suitable for the combustible material and the Premises will be kept immediately adjacent to the area of work in full working order and available for immediate use;
 - 5) equipment will be lit as short a time as possible before use and extinguished immediately after use;
 - 6) equipment which is lit or switched-on will not be left unattended;
 - 7) a thorough examination for any signs of combustion will be made within or below the area in which work has been undertaken half an hour after the termination of each period of work.
- B) All heating of asphalt, bitumen, tar or pitch:
- 1) will be carried out in a suitable vessel in the open using bottled gas;
 - 2) where the vessel is used on a roof it will be placed on a surface of incombustible material;
 - 3) the vessel will not be left unattended whilst the heating source is lit.
- C) Burning of debris:
- 1) fires are to be in a cleared area at a distance of at least ten metres from property;
 - 2) fires are not to be left unattended at any time;
 - 3) a suitable fire extinguisher is to be kept available for immediate use.

6 Alterations

This Policy shall be terminated if:

- A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or;
- B) the Insured's Interest ceases otherwise than by death or;
- C) any alteration is made either in the Business or in the Premises or Property therein, the

occupation of any Insured Person, or any other circumstances whereby the risk is increased;

unless otherwise stated;

at any time after the commencement of this Policy unless its continuance be admitted by the Company and in respect of C) the Company agree not to terminate the Policy provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would have declined to enter into this Policy on any terms;
- ii) the Insured shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration;
- iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration.

7 Risk Management

This Policy shall be terminated if the Insured fails to fully implement any Risk Control Programme within the agreed timescales, unless its continuance be admitted by the Company, and the Company agrees not to terminate the Policy provided that:

- A) the Insured shall pay an appropriate additional Premium if required by the Company;
- B) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the agreed completion date of the Risk Control Programme.

8 Financial or Trade Sanctions

The Company shall not provide any coverage or be liable to provide indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any economic, financial or trade sanctions or prohibition or restriction imposed by law or regulation.

If any such sanction or prohibition or restriction takes effect during the Policy period the Insured or the Company may cancel that part of this Policy which is sanctioned or prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

9 Policy Voidable

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular.

10 Policy Cancellation

- A) This Policy may be cancelled by the Company. If we cancel the Policy, we will write to you at your last known address confirming that all cover will cease 14 days after the date of our letter.
- B) This Policy may be cancelled by the Insured giving 14 days written notice to the Company at the address shown on the Schedule.

11 Fraud

If a claim is in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone appointed to act on their behalf to obtain any benefit under this Policy or if

any Damage, claim or loss is caused by the wilful act or with the connivance of the Insured, the Company will:

- A) have no liability to pay any part of, or the whole of the fraudulent claim;
- B) be entitled to refuse all claims arising after the fraudulent claim;
- C) remain liable for legitimate claims before the fraudulent action;
- D) terminate the Policy from the date of the fraudulent action whether or not the Policy had expired before the discovery of the fraud.

12 Subrogation

The Company shall be entitled if it so wishes to take over and conduct in the name of the Insured all claims and rights of action of the Insured in respect of any act giving rise to a claim under this Policy. The Insured shall take all necessary steps to protect the Company's rights and shall give all such assistance as the Company may require.

The Insured shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Insured.

In the event, that the claim has already been settled the Company may seek reimbursement from the Insured.

13 Contribution

Other than in respect of extension 3 (Contingent Motor Liability) to Section 2 (Public/Products Liability), if at the time of any claim there is or, but for the existence there would be, any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this not been effected.

General Conditions

1 Additional and Return Premiums

If any change to your Policy accepted by us would result in an additional Premium payable by you of not more than €25, then we will not charge you in respect of such additional Premium.

If any change to your Policy accepted by us would result in a refund of Premium to you of not more than €25, then we will not be obliged to make such a refund to you.

2 Minimum Premium

- A) The Premium is a Minimum and Deposit Premium and is subject to an upward adjustment only by the Company.
- B) If the Policy is cancelled during the Period of Insurance, the Minimum and Deposit Premium shall be retained in full by the Company.

3 Premium Adjustment

- A) The Insured shall keep accurate records containing all relevant particulars and shall allow the Company to inspect such record.
- B) Within a period of one month following the expiry of the Period of Insurance, the Insured shall declare to the Company all relevant particulars and any other such information as the Company may require for the purposes of adjusting the Premium.
- C) Subject to the Minimum Premium Condition the Premium shall be adjusted by the Company and the difference paid by the Insured (if applicable).

Policy Exclusions

1 Radioactive Contamination

A) Employers Liability

The indemnity will not apply to legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:

- 1) ionising radiations or contamination by radioactivity from a nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
- 2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

where such legal liability is:

- 1) that of any principal.
- 2) accepted under agreement and would not have attached in the absence of such agreement.

B) All Other Sections

The indemnity will not apply to legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:

- 1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or nuclear fuel;
- 2) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2 Biological or Chemical Contamination

It is agreed that regardless of any contributory causes this Policy does not cover any loss destruction damage cost expense or legal liability of whatsoever nature directly or indirectly caused by resulting from or arising out of or in connection with biological or chemical Contamination due to any Act of Terrorism.

If the Company alleges that by reason of this exclusion any loss destruction damage cost expense or legal liability of whatsoever nature is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

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

3 War and Terrorism

This Policy excludes loss, destruction, damage, cost, expense or legal liability of whatsoever nature directly or indirectly caused by resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently 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, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;

- B) any Act of Terrorism;
- C) in Northern Ireland civil commotion (other than in respect of legal liability under Liability Insurance if insured);
- D) any action taken in controlling preventing suppressing or in any way relating to A) and/or B) and/or C) above.

If the Company alleges that by reason of this exclusion loss destruction damage cost expense or legal liability of whatsoever nature is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

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

Policy Definitions

The following words or expressions shall have the meanings set out below;

Act of Terrorism

An act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Aircraft Products

Aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured, sold, handled or distributed or services provided or recommended by the Insured or by others trading under their name for use in the manufacture, repair, operation, maintenance or use of any aircraft or aerial device.

Airside

Airside shall mean that part of any airport, airfield or military installation provided for:

- A) the take-off or landing of aircraft or the movement of aircraft on the ground;
- B) aircraft parking including any associated service roads, refuelling areas, ground equipment, parking areas, aprons, maintenance areas and hangars.

Asbestos

Crocidolite, amosite chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals.

Asbestos Containing Materials

Any material containing Asbestos or Asbestos Dust.

Asbestos Dust

Fibres or particles of Asbestos.

Business

That which is specified in the Schedule and conducted solely from Premises in the Republic of Ireland and shall include:

- A) ownership, repair and maintenance of the Insured's own property used in connection with the Business;
 - B) provision and management of canteen, social, sports welfare and safety organisations and first aid, ambulance and medical services for the benefit of any Person Employed;
 - C) fire and security services maintained solely for the protection of Premises owned or occupied by the Insured;
 - D) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured;
 - E) attendance at or participation in trade fairs, shows and exhibitions by any Employee or director in connection with their employment;
- but in respect of Section 1 Employers Liability Insurance, shall not include any work undertaken Offshore.

Company

RSA Insurance Ireland DAC

Contamination

The contamination, poisoning or prevention and/or limitation of the use of property due to the effects of chemical and/or biological substances.

Damage

Accidental loss destruction or damage.

Damaged

Accidentally lost destroyed or damaged.

Data

Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software, programs and firmware.

Employee

Any individual under a contract of service or apprenticeship with the Insured.

Event

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Failure of a System

The complete failure or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired, as specified or as required in the circumstances of the Insured's business activities.

Injury

Accidental bodily injury, death, disease or illness.

Insured

Person(s) or entity(s) listed in the Schedule are the Insured.

Insured's Contribution

The amount or amounts specified in the Schedule which the Insured agrees to pay. The Insured's Contribution will be payable before the Company shall be liable to make any payment.

Insured Person

Insured Person shall mean the Insured or any director, partner or Employee of the Insured.

Interest

Where loss, damage or injury would cause financial loss to the Insured.

Limit of Indemnity

The amount stated in the Policy and/or Schedule as being the total amount payable by the Company in respect of any one Event.

Mechanically Propelled Vehicle

A mechanically propelled vehicle as defined by the Road Traffic Acts.

Minimum and Deposit Premium

The amount not less than that which shall be paid or payable by the Insured to the Company in consideration of cover provided under this Policy during the Period of Insurance.

North America

The United States of America or Canada or any other territory within the jurisdiction of either such country.

Offshore

Embarkation onto a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance onto land upon return from such offshore rig or platform.

Period of Insurance

The period of time that the Policy is in force as shown in the Schedule.

Person Employed

Any:

- A) Employee
 - B) labour master and individual supplied by him
 - C) individual employed by labour only sub-contractors
 - D) self-employed individual (not being in partnership with the Insured)
 - E) individual hired to or borrowed by the Insured
- } while under the direct control and supervision of the Insured
- F) Individual undertaking study or work experience while under the supervision of the Insured.

Person Entitled to Indemnity

- A) the Insured;
- B) the personal representatives of the Insured in respect of legal liability incurred by the Insured;
- C) at the request of the Insured:
 - i) any principal;
 - ii) any director or partner of the Insured;
 - iii) any Person Employed;
 against legal liability in respect of which the Insured would have been entitled to indemnity under this Section of the Policy if the claim had been made against the Insured;
 - iv) the officers, committees and members of the Insured’s canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided;
 - v) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director, partner or Employee with the prior consent of the Insured;

each of whom shall as though the Insured be subject to the terms of this Section of the Policy so far as they can apply.

Policy

The terms and conditions of the contract including the Policy wording, Schedule, Statement of Fact, endorsements, clauses and certificates

Premises

The details provided in the Schedule under the heading of Address.

Premium

The monetary amount paid or payable by the Insured for coverage under the Policy.

Property

Material property but shall not include Data.

Risk Control Programme

The requirements identified, issued and communicated by the Company following a survey of the Insured's Premises.

Schedule

The statement of details specific to the Insured forming part of the Policy.

Statement of Fact

A record of information provided by the Insured or their representative as being relevant to the cover that has been applied for. This document confirms the Insured's agreement that the statements made by the Insured or their representative are true and complete to the best of their knowledge and belief. The information contained in the Statement of Fact had been relied upon and shall be incorporated in the contract between the Insured and the Company.

System

Computers, other computing and electronic equipment linked to a computer, hardware, electronic data processing equipment, Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

Liability Insurance

Section 1 – Employers’ Liability

THIS INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE.

The insurance provided by this section of the Policy is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company’s written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity:

1 against legal liability for damages in respect of Injury of any Person Employed caused during the Period of Insurance:

- A) in the Republic of Ireland;
- or
- B) while temporarily in United Kingdom or the European Union;
- or
- C) while attending meetings or conferences anywhere in the world

arising out of and in the course of employment by the Insured in the Business.

2 in respect of:

- A) claimants’ costs and expenses which the Insured is legally liable to pay;
- B) the costs of legal representation at any coroner’s inquest or inquiry in respect of any death;
- C) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty, resulting in Injury which may be subject of indemnity;
- D) all other legal costs and legal expenses in relation to any matter which may form the subject of indemnity;

in connection with 1 above and incurred with the Company’s prior written approval.

General Provisions

Provided that in respect of any one Event:

- 1** the total amount payable under this section of the Policy (including all extensions, memoranda and endorsements) shall not exceed the Limit of Indemnity,
- 2** the Insured’s Contribution will be payable before the Company shall be liable to make any payment,
- 3** the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which, at the absolute discretion of the Company, the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof,

- 4 Where the Company is liable to indemnify more than one person the total amount payable in respect of damages, costs and expenses shall not exceed the Limit of Indemnity.

Extensions to Section 1

(each of which is subject otherwise to the terms of this Policy)

1 Compensation for Court Attendance

In the event of any of the under-mentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- | | |
|---|------|
| A) any director or partner of the Insured | €750 |
| B) any Employee | €500 |

Exclusions to Section 1

The indemnity will not apply to legal liability:

1 Road Traffic Legislation

in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union.

2 Asbestos

for Injury or fear of suffering Injury arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.

Section 2 – Public/Products Liability

The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity:

1 up to the Limit of Indemnity against legal liability for damages in respect of:

- A) accidental Injury of any person;
- B) accidental loss of or damage to Property;
- C) nuisance, trespass to land or trespass to goods or interference with any easement, right of air, light, water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured, having regard to the nature and circumstances of such act or omission;

happening during the Period of Insurance in connection with the Business.

2 in respect of:

- A) claimant's costs and expenses which the Insured is legally liable to pay;
- B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death;
- C) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity;
- D) all other legal costs and legal expenses in relation to any matter which may form the subject of indemnity;

in connection with 1 above and incurred with the Company's prior written approval.

General Provisions

Provided that in respect of:

- A) any one Event;
- B) all Events happening during any Period of Insurance in respect of products supplied;
- C) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere;

the following shall apply:

- 1) the total amount payable by the Company in respect of 1 above and all extensions, memoranda and endorsements shall not exceed the Limit of Indemnity;

- 2) the Insured's Contribution will be payable before the Company shall be liable to make any payment;
- 3) the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any lesser amount for which, at the absolute discretion of the Company, the claims arising out of such Event can be settled;

The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.

- 4) where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity;
- 5) in respect of claims happening or where a claim is brought in North America (where Exclusion 13 does not operate), all costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's prior written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule.

Extensions to Section 2

(each of which is subject otherwise to the terms of this Policy)

1 Cross Liabilities

If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each:

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity.

2 Compensation for Court Attendance

In the event of any of the under-mentioned persons attending court as a witness, at the request of the Company, in connection with a claim, in respect of which the Insured is entitled to indemnity under this section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- | | |
|---|-------|
| A) any director or partner of the Insured | €750; |
| B) any Employee | €500. |

3 Contingent Motor Liability

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any Mechanically Propelled Vehicle not the property of nor provided by the Insured.

The indemnity will not apply to legal liability:

- A) in respect of loss of or damage to such vehicle or to property conveyed therein;
- B) arising while such vehicle is being driven by the Insured;
- C) in respect of which the Insured or Employee is entitled to indemnity under any other insurance;

D) arising outside the Republic of Ireland.

Exclusions to Section 2

The indemnity will not apply to legal liability:

1 Mechanical Vehicles

arising from or out of the ownership, possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any:

A) Mechanically Propelled Vehicle other than legal liability arising out of:

- i) the use of plant as a tool of trade on site;
- ii) the use of plant at the Premises of the Insured;
- iii) the loading or unloading of any vehicle;

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law.

- B) aircraft or other aerial device;
- C) aero-spatial device;
- D) hovercraft;
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

2 Employers' Liability

Injury of any Person Employed arising out of and in the course of employment by the Insured in the Business.

3 Property in the Insured's Custody or Control

for or arising from Damage to any Property, which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than:

- A) Employees', directors', partners' or visitors' personal effects including vehicles and their contents;
- B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business;
- C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability:
 - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement;
 - ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings.

4 Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere:

- A) happening in North America or where a claim is brought in a court of law in North America;

B) happening anywhere in the world other than North America unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety in a specific moment in time and place during the Period of Insurance.

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Section of the Policy to have occurred at the time such incident takes place.

5 Product Defects and Recall

A) in respect of loss of or damage to any:

- i) Product supplied
 - ii) Contract work executed
- } by the Insured

caused by any defect therein or the unsuitability thereof for its intended purpose.

B) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any:

- i) product supplied
 - ii) contract or contract work executed
- } by the Insured

necessitated by any defect therein or the unsuitability thereof for its intended purpose.

6 Professional Risks

arising from or in connection with:

- A) Advice
 - B) Design
 - C) specification
- } provided for a fee

7 Contractual Liability

arising from or in connection with any:

- A) product supplied
 - B) contract or contract work executed
- } by the Insured

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement.

8 Disposed Premises

for the costs of remedying:

- A) any defect or alleged defect;
- B) the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials, in premises disposed of by the Insured.

9 Fines or Penalties

for:

- A) fines or penalties;
- B) compensation ordered or awarded by a Court of Criminal Jurisdiction;
- C) aggravated exemplary or punitive damages awarded by any court outside the Republic of Ireland.

10 Asbestos

for:

- A) Injury or fear of suffering Injury arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials;
- B) the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials;
- C) accidental loss of or Damage to Property arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.

11 Aircraft Products

arising from Aircraft Products.

12 Failure of a System

of whatsoever nature which is caused directly or indirectly by or arises out of the Failure of a System.

13 North America

arising from products exported to North America.

14 Airside

arising out of work undertaken Airside.

Customer Service

Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your Policy, perceived conflict of interest or treatment of a claim please contact your insurance broker or our Customer Service team at;

RSA Insurance Ireland DAC,
RSA House,
Dundrum Town Centre,
Sandyford Road,
Dublin 16,
D16 FC92
Telephone 1890 290100,
Outside Ireland 00 353 1 2901000
Email complaints@ie.rsagroup.com

In the event of your complaint not being resolved to your satisfaction you may contact

Insurance Ireland,
Insurance Centre,
5 Harbourmaster Place,
IFSC,
Dublin 1,
DO1 E7E8.
Telephone 01 6761820
www.insuranceireland.eu

or

The Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2
D02 VH29
Telephone 01 5677000
www.fspo.ie

RSA Data Protection Notice

We are committed to ensuring that your data is protected. To keep you informed, we have created this notice which will explain how we use the information we collect about you and how you can exercise your data protection rights.

1. Who are we?

We are RSA Insurance Ireland DAC (RSA) and we provide commercial and personal insurance products and services. We also provide insurance in partnership with other companies.

2. Why do we collect and use your personal information?

RSA will use your personal information for the provision of insurance services such as providing a quotation, underwriting a policy and handling claims under an insurance contract. We will also use your data for other related matters such as complaint handling, prevention or detection of fraud, reinsurance and statistical analyses.

When looking for a quote for a product from us, you will need to provide us with information relating to what you wish to be covered by the insurance (e.g. car make and model, your home, etc.). When buying certain products, we will on occasion need to collect special categories of data (e.g. medical history for motor insurance) and convictions history (e.g. driving offences).

We will need to process your payment information (e.g. direct debit, credit and debit card information, etc.) in order to provide your cover. To service your policy, we may communicate with you via your intermediary, if applicable, and via our website, emails, telephone calls or post. Calls with RSA may be recorded for training and verification purposes.

If you need to claim against your insurance policy, we normally need to collect information that evidences what happened in the incident. If other people are involved in the incident, we may also need to collect additional information related to them (including children) which can include special categories of data (e.g. injury and medical data, etc).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity. Please also ensure that anyone else who is insured under your policy has agreed to provide their personal information to us.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Notice. We take our responsibilities under data protection laws very seriously, including meeting these conditions.

In order to provide you with this detail we have prepared the following which describes the purpose to which we are using your data and the legal basis for doing so.

Purpose	Legal Basis
To provide you with a quote for an insurance product and to provide you with insurance cover if you decide to purchase a product,	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract.
To assess the information you have provided and make a decision as to whether we can provide you with cover and at what price.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract.
To verify your identity and verify the accuracy of the information we receive.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract. To comply with legal obligations (e.g. money laundering requirements).
To administer your insurance contract and make any changes during its term, answer queries, provide updates and process a cancellation.	Processing is necessary for the performance of a contract.
To make and receive any payments whether in relation to your policy or a claim.	Processing is necessary for the performance of a contract.
To manage and investigate any claims made by you or another person under your policy of insurance.	Processing is necessary for the performance of a contract.
To detect and prevent fraud, money laundering and other offences. To assist An Garda Síochána or any other authorised body with investigations.	Processing is necessary for the purposes of our legitimate interests. The interest is to investigate and prevent potential fraudulent and other illegal activity.
To manage and investigate any complaints.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract. Processing is necessary to comply with legal obligations.
For reinsurance purposes.	Processing is necessary for the performance of a contract.
To comply with laws and regulations	Processing is necessary to comply with legal obligations.
For statistical analyses.	Processing is necessary for the purpose of our legitimate interests. This interest is to improve our processes, products and services.
To make back-ups of your data in case of emergencies and for disaster recovery purposes.	Processing is necessary to comply with legal obligations.

3. How else do we collect information about you?

Where possible we will collect your personal information directly from you. However, on occasion we may receive information about you from other people or companies. For example:

- It was given to us by someone who is applying for an insurance product on your behalf (e.g. insurance brokers).
- It was supplied to us when you have purchased an insurance product or service that is provided by us in partnership with other companies.
- It was lawfully collected from other sources (e.g. the Integrated Information Data System (“IIDS”)) to validate information you have submitted to us such as driver number and penalty points.
- Vehicle history check suppliers/databases.
- Through credit checks
- Through a database to determine address based risk factors (known as geocoding).
- Searches of publicly available information (e.g. online).
- The Insurance Link Anti-Fraud register (for more information see www.inslink.ie) and other insurers.
- Other fraud prevention databases available in the insurance industry.

4. Will RSA share your personal information with anyone else?

We may share your details with a number of external parties in order to administer your policy, handle claims and to prevent and detect fraud. For example:

- Your Intermediary & anyone authorised by you to act on your behalf.
- Our Third Party Service Providers such as technology suppliers, hosting/storage providers, payment providers and document providers.
- With other companies within the RSA Insurance Group.
- The Insurance Link Anti-Fraud register (for more info see www.inslink.ie) and other insurance companies.
- Loss Adjusters, claims investigators, repairers, medical practitioners, solicitors and other firms as part of the claims handling process.
- Surveyors.
- Private Investigators when we need to further investigate certain claims.
- Other fraud prevention databases available in the insurance industry.
- With prospective sellers or buyers in the event that we decide to sell or buy any business or assets.
- Our reinsurers.

We may also share your personal information as a result of our legal and regulatory obligations. This can include with An Garda Síochána, other official agencies and on foot of a Court Order or Subpoena.

In order to provide you with the insurance policy, we may share your information with our service providers and on occasions, some of your personal information may be sent to other parties outside of the European Economic Area (EEA). We would only do this in compliance with the appropriate legal and technical safeguards such as the standard data protection clauses adopted by the European Commission, Binding Corporate Rules or as a result of an adequacy decision of the European Commission

5. Which decisions made about you will be automated?

Before we can sell you an insurance product or service, we may conduct the following activities, which involve automated (computer based) decision-making:

Pricing and Underwriting – the process calculates the insurance risks based on the information that you have supplied. This will be used to determine if we can provide you with a policy and to calculate the premium you will have to pay.

The results of these automated decision-making processes will limit the products and services we may be able to provide you. If you do not agree with the result, you have the right to request human intervention to allow you to express your point of view and contest the decision.

6. For how long will RSA keep your information?

RSA Information submitted for a quotation may be retained by us for a period of up to 72 months from the date of the quotation. All information in respect of a policy (to include claims on the policy) will be held for 8 years after the ending of the client/insurer relationship to ensure we meet our regulatory obligations. We will retain call recordings for 8 years from the date of the call.

There are certain policies where we need to keep data for longer than the normal periods where we may receive claims where the claimant was not aware of the injuries until a long time after it was caused.

7. What should you do if your information is incorrect?

If you think that the information we hold about you is incorrect or incomplete, please contact your intermediary or contact us and we will be happy to rectify it for you.

8. What are your rights over the information that is held by RSA?

We understand your information is important to you, therefore you may request us to undertake any of the following actions:

- A) Provide you with a copy of the personal information we hold about you, in a commonly used electronic format (or hard copy if you wish).
- B) Request your personal information to be deleted where you believe it is no longer required. Please note however, this request will not be valid while you are still insured with us and where we are subject to legal or regulatory obligations.
- C) Request that we supply a copy of the personal information you have supplied to us, to another company. We would provide the information in a commonly used electronic format.
- D) Request that we restrict the use of your information by us.
- E) Object to the processing of your data.

If you would like to request any of the above, please email us a request to ie_dataprotection@ie.rsagroup.com or write to us at the address contained in Section 10. To ensure that we do not disclose your personal information to a party who is not entitled to it, when you are making the request please provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification and proof of address.

All requests are free of charge although we reserve the right to charge an administrative fee for subsequent requests (such as when the request is part of a series of repeated requests over a short period of time). We endeavour to respond within one month from receipt of the request. If we do not meet this time frame, we will explain why this was in our response.

Please note that simply submitting a request does not mean we will be able to fulfil it – we are often bound by legal and legislative law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Requests to restrict the use of your information or to object to the processing of your data may lead to RSA being unable to continue to service your policy and therefore lead to cancellation of your policy.

9. Changes to our Data Protection Notice.

This notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

10. How do you ask a question about this Data Protection Notice?

If you have any questions or comments about this privacy notice please contact:

The Data Protection Officer, RSA Insurance Ireland DAC, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, D16 FC92

You may also email us at ie_dataprotection@ie.rsagroup.com

11. How can you lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to ie_dataprotection@ie.rsagroup.com or write to us using the address provided in Section 10. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response you can lodge a complaint to the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlinton, Co Laois, R32 AP23.



RSA House,
Dundrum Town Centre,
Sandyford Road,
Dundrum,
Dublin 16.

RSA Insurance Ireland DAC

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