



COMBINED LIABILITY INSURANCE POLICY

ERGOIECL002

This Policy is effected on behalf of **ERGO Versicherung AG**
and **Optis Insurances Ltd t/as Optis Insurance**
as their Underwriting Agents.

ERGO Versicherung AG is part of the **Munich Re Group**,
one of the leading reinsurers and risk carriers worldwide.

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INTRODUCTION

This insurance is designed to provide indemnity in respect of certain liability exposures.

The parties have entered into this contract in good faith and understand their respective obligations.

There are Obligations / Conditions specific to certain Sections (additional obligations/ conditions may also be imposed by endorsement) that are important to **Us** and which **We** rely upon **You** to comply with.

If **You** are a **Consumer**, the **Consumer** Insurance Contracts Act 2019 will apply to this **Policy**. If **You** are unsure as to whether a Section applies to **You** as a **Consumer**, please contact **Your** insurance advisor.

With regard to the events that culminate in a loss **We** will not rely on a breach of an obligation / condition to decline a claim where **You** can prove that the breach could not have increased the risk of the type of loss which actually occurred in the circumstances in which it occurred.

The **Policy** defines what is covered under separate Sections (Sections 1- 3). Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

General Exclusions applying to the **Policy** are set out in pages 23-25. **We** will not pay a claim if an exclusion(s) is applicable.

The General Conditions at page 26 set out certain rights of **You** and **Us** and include clauses that apply to the whole of the **Policy**.

The General Definitions at pages 4-6 provide the meaning to words and phrases wherever they appear in the **Policy**. **You** will see words in bold which highlight that for the purposes of this **Policy** they are a definition.

The **Schedule** attaching to this **Policy** will set out the period of this insurance and specify which Sections of this **Policy** are operative including the **Limits of Indemnity**.

The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations/conditions on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find **Our** complaints procedure on page 12.

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any endorsements to ensure that the cover meets with **Your** requirements and **You** are able to comply with the terms, otherwise **You** should immediately advise **Your** insurance advisor to request any variation to the cover or terms. **We** will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the **Policy** will remain unaltered unless **We** have agreed to a variation in writing.

Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on pages 13-14.

GENERAL DEFINITIONS

Definitions are set out below unless otherwise shown in a particular Section. Any word or phrase, other than titles and paragraph headings, which has a definition is printed throughout this **Policy, Schedule** or any endorsement relating to this **Policy** in bold type. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

Aircraft

Any vessel, craft, vehicle, drone, kite, hang-glider, balloon, or other appliance whether heavier or lighter than air which is used within or outside the Earth's atmosphere and includes any part and any component of these.

Bodily Injury

Death, injury, illness or nervous shock.

Broker

The insurance broker or adviser through whom **You** purchased this **Policy**.

Building Works

Any works that include removal or alteration of load bearing walls, construction of new buildings and extensions, underpinning, demolition of the whole or any part of any Building, re-roofing and installation of cavity wall insulation at the premises occupied by **You**.

Business

The business, as specified in the **Schedule** carried on in the **Territorial Limits** including the following activities:

- a) ownership use repair maintenance and decoration of premises occupied by **You**;
- b) repair or maintenance of vehicles or plant owned or used by **You**;
- c) the provision and management by **You** of canteen, social, sports, educational and welfare organisation(s) for the benefit of any **Employee** and first aid, fire, security and ambulance services;
- d) participation in exhibitions held in member countries of the European Union in connection with the **Business** specified in the **Schedule**; and
- e) private work undertaken for **You**, in connection with the **Business**, by any **Employee** or for any director or **Employee** with **Your** previous consent.

Compensation

The amount payable under the appropriate item specified in the **Schedule**.

Computer System

The words **Computer System** shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by **You** or any other party.

Consumer

You are a **Consumer** where **You** fall within the definition of that term as set out in the Consumer Insurance Contracts Act 2019.

Contract Works

The temporary or permanent works executed or in the course of execution by **You** or on **Your** behalf, in the performance of any contract, including materials supplied, by reason of the contract and other materials or plant for use in connection therewith.

Costs and Expenses

- a) Claimant's costs and expenses arising in respect of any claim against **You** which may be the subject of **Indemnity** under this **Policy**.
- b) All costs and expenses, directly relating to the resolution of any claim against **You**, incurred by **You**, with **Our** prior written consent in respect of any claim against **You** which may be the subject of **Indemnity** under this **Policy**.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

The words **Cyber Incident** shall mean:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

Damage / Damaged

Accidental tangible physical loss, damage or destruction.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

GENERAL DEFINITIONS (CONTINUED)

Data Processing Media

Any property insured by this **Policy** on which **Data** can be stored but not the **Data** itself.

Death

Occurring within 12 months of injury which is the sole and direct cause of death.

Employee

Any person who is:

- a) employed under a contract of service or apprenticeship with **You**;
- b) a labour master or person supplied by him;
- c) employed by labour only sub-contractors, but only whilst working for **You** and under **Your** control;
- d) self-employed and working for **You** and under **Your** control;
- e) hired to or borrowed by **You**;
- f) supplied to **You** for the purpose of study work or training experience;
- g) a prospective **Employee** who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;
- h) a voluntary helper while working under **Your** supervision and control and in connection with the **Business**; or
- i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the **Business** while they are engaged in that work.

Excess

The first part of any claim which **You** must pay. The applicable excess is stated in the **Schedule** if not stated in this **Policy**.

Indemnity / Indemnify

The principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the **Limits of Indemnity** as specified in the **Schedule**.

Insured Person

Any of **Your** directors, managers, partners or **Employee** aged not less than 16 years or more than 70 years.

Limit of Indemnity

The limit specified in the **Schedule** as applying to the relevant Section of this **Policy** or items.

Offshore

From the time of embarkation by an **Employee** onto a vessel or aircraft (including helicopters) for conveyance from land to an offshore installation or support or accommodation vessel until disembarkation by that **Employee** from a vessel or aircraft (including helicopters) onto land upon return from an offshore installation or support or accommodation vessel.

Period of Insurance

The period from the effective date shown in the **Schedule** until midnight on the expiry date shown in the **Schedule**. This includes any subsequent period for which **We** may accept payment for renewal of this **Policy**.

Policy

All terms, provisions, exclusions, conditions and **Limits of Indemnity** set out in this document; and

- a) the **Schedule**, notices and other documents attaching from time to time; and
- b) all endorsements incorporated and issued for incorporation in this document all of which must be read together and constitute the contract of insurance.

Pollution

- a) **Pollution** or contamination by naturally occurring or man-made substances, forces, and organisms, including, but not limited to,
 - (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of **Terrorism**, and
 - (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
- b) all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.

Principal

The other party to a contract or agreement for whom **You** are undertaking work or services or providing **Products** where that party is responsible for setting out the terms of the contract or agreement.

Products

Any tangible products or goods (including containers, labelling, instructions or advice provided in connection with those products or goods) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **You** in the course of the **Business**.

GENERAL DEFINITIONS (CONTINUED)

Property

Property which is both material and tangible.

Proposal

The **Proposal** Form, Statement of Fact, Declaration, Risk Presentation and any information supplied to **Us** by **You** or on **Your** behalf.

Schedule

The **Schedule** is part of this contract of insurance and contains **Your** details and the **Period of Insurance** and the Sums Insured / **Limits of Indemnity**.

Territorial Limits

The Republic of Ireland and the surrounding territorial waters.

Terrorism

Act of terrorism means an act, including but not limited to the use of force or violence and/or the 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 to put the public, or any section of the public, in fear.

We/Us/Our/Insurer

ERGO Versicherung AG.

You/Your

- a) The firm, company, entity or individual named in the **Schedule**.
- b) Any associated or subsidiary company of the policyholder provided it has been notified to and accepted in writing by **Us**.
- c) At **Your** request:
 - i) any director or **Employee** while acting on behalf of or in course of their employment or engagement with **You** in respect of liability for which **You** would have been entitled to **Indemnity** under this **Policy** if the claim against that person had been made against **You**.
 - ii) any officer, member or **Employee** of **Your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity.
 - iii) any of **Your** directors, partners or senior officials in respect of private work carried out by any **Employee** for them with **Your** consent.
 - iv) any Principal for legal liability in respect of which **You** would have been entitled to **Indemnity** under this **Policy** if the claim had been made against **You** arising out of work carried out by **You** under a contract or agreement.
- d) **Your** personal representatives (in the event of **Your** death) in respect of liability incurred by **You**.

Provided that if **Indemnity** is extended to any party described in paragraphs c) i) to c) iv) above that party complies with the terms of this **Policy** so far as they can apply and in any event **Our** liability will not exceed the **Limit of Indemnity**.

CONTRACT OF INSURANCE

This **Policy** is a contract of insurance between **You** and **Us**. In return for the premium **You** have paid or agreed to pay shown in the **Schedule We** agree to insure **You**, in accordance with the terms, conditions and exclusions contained in or endorsed on this **Policy**, against legal liability (provided that the Section being claimed against is operative) **You** incur for accidents, happening during the **Period of Insurance**.

The following elements form the contract of insurance, please read them and keep them safe:

- **Your Policy, Schedule** and any endorsements;
- Any clauses endorsed on **Your Policy**, as set out in **Your Schedule**;
- Any changes to **Your** insurance **Policy** contained in notices issued by **Us** at renewal.

You should take the time to read all its terms, especially the conditions which **You** have to fulfil to ensure **Your** insurance remains valid and should the situation arise the reporting conditions that apply in the event of a circumstance(s) that may give rise to a claim under this **Policy**.

Important

By entering into this insurance contract **We** accept that **You** have made a reasonably clear and accessible presentation of the risk

It is important that **You**:

- check that the Sections **You** have requested are included in the **Schedule**;
- check that the information **You** have given **Us** is accurate – see the “Information **You** have given **Us**” Section on page 8;
- comply with **Your** duties under each Section and under the insurance as a whole.

If this **Policy** does not meet **Your** requirements, or if **Your** requirements change, **You** should contact **Your Broker** at **Your** earliest opportunity.

IMPORTANT INFORMATION

Information You have given Us

You have an obligation in **Your Proposal** to answer any questions honestly and accurately, make a fair presentation of the risk and disclose every material fact and circumstance (a fact or circumstance is material if it would influence **Our** judgement when considering whether to accept the risk and on what terms, conditions and premium) as otherwise **We** shall be entitled to remedy **Our** position in accordance with the Claims and Remedy conditions on page 10 of this **Policy**. This obligation is without prejudice to the duty of utmost good faith which applies to **You** if **You** are not a **Consumer**.

If **You** are not a **Consumer**, the above obligations also apply to variations and continue throughout the **Period of Insurance** including any subsequent period(s) of insurance granted by **Us**. During the **Period of Insurance** **You** must notify **Us** of any circumstances or change that may affect the risk insured, and respond honestly and accurately to all questions asked by **Us** to **You**. This is without prejudice to **Your** duty of utmost good faith.

If **You** are a **Consumer**, during the **Period of Insurance** **You** must respond honestly and accurately to all questions asked by **Us** to **You** and must notify **Us** in writing of any change in the details provided to **Us** in **Your Proposal**.

Whether or not **You** are a **Consumer**, **You** must notify **Us** as soon as is reasonably practicable of any changes in circumstances which may increase the possibility of loss, **Damage** or legal liability covered by this **Policy**. For example, **We** would need **You** to notify **Us**:

- if **You** change or expand **Your Business** activities stated in the **Schedule**;
- if any of **Your Employees** are to engage in work **Offshore**;
- if **You** purchase a company, whether in its entirety or a part interest, and want or intend the activities of that company to be covered under this **Policy**.

These are just some examples and there may be other circumstances **We** would want **You** to tell **Us** about. If **You** are in any doubt, please contact **Your Broker** directly as failure to notify **Us** of any changes could lead to **Your Policy** being cancelled, or a claim rejected or not fully paid.

If **You** are unsure as to whether or not certain facts should be disclosed, please contact **Your Broker**.

If **You** do not disclose all information **Your** insurance may not cover **You** fully, or at all.

How to amend this insurance

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your Broker** as soon as reasonably practicable. If **You** need to change the information **You** have given **Us** because a mistake has been made or if that information changes at any time, please contact **Your Broker** as soon as reasonably practicable on becoming aware of that mistake or change.

REMEMBER – failure to notify **Us** of changes may affect any claim **You** make.

When **You** make a change to **Your Policy** or tell **Us** about a change to the information **You** have given **Us**, **We** or **Your Broker** will write to **You** if **We**:

- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

Renewal of this insurance

When **Your Policy** is due for renewal, **Your Broker** should write to **You** at least twenty-one (21) days before the **Period of Insurance** ends with full details of **Your** next year's premium and **Policy** terms. **We** do not offer to renew it for **You** automatically. This means **You** need to confirm **Your** intention to renew before the **Policy** ends. If **You** do not want to renew the **Policy**, please contact **Your Broker**.

Occasionally, **We** may not be able to offer to renew **Your Policy**. If this happens, **We** will write to **Your Broker** at least twenty-one (21) days before the expiry of **Your Policy** to allow enough time for **You** to make alternative insurance arrangements.

CANCELLATION PROCEDURE

How to cancel this insurance

To cancel this insurance (before, during or after the “cooling off period”) please give **Us** notice via **Your Broker** or in writing to **Our** address as stated in **Your Schedule**.

Cooling off period

You have 14 days to make sure that **You** are happy with the cover provided. **You** can cancel the policy by telling **Us** in writing. This 14-day period, known as the ‘cooling-off period’, starts on the day **You** receive **Your Policy** following inception of the cover; or the date the **Period of Insurance** starts, whichever is later.

If **You** are a **Consumer**, **You** may cancel this **Policy** by giving notice in writing to **Us**, within 14 working days after the date when **You** are informed that the contract has been concluded.

After the cooling off period

For cancellation outside the statutory cooling off period **You** can cancel this insurance at any time. If **You** cancel this insurance after the cooling off period, **We** will pay **You** a refund of any premium paid less a deduction in respect of the time for which **You** have been covered as stated in “Return of premium” below.

Our right to cancel this insurance

We may cancel this insurance where there is a valid reason by giving **You** thirty (30) days’ notice in writing by registered letter to **Your** last known address. If **We** cancel this insurance, **We** will pay **You** a refund of any premium paid as stated in “Return of premium” below. If **You** are a **Consumer**, **We** will also provide a reason for the cancellation.

Reasons **We** may decide to cancel **Your Policy** include if:

- a) there is a material change in **Your Business**;
- b) there is reasonable suspicion of fraud or where there has been misrepresentation of material information and/or other non-disclosure;
- c) the information that forms the basis of this contract changes;
- d) **You** do not co-operate or supply information or documentation that **We** request which materially affects **Our** ability to process the **Policy** or **Our** ability to defend **Our** interests;
- e) following a survey **We** have required **You** to make risk improvements and **You** have not completed these within a reasonable period of time advised by **Us**;
- f) the premium has not been paid;
- g) threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **Our** staff or suppliers.

Cancellation – instalment payments

If **You** pay **Your** premium by direct debit and there is any default in payment, **We** will contact **You** to request payment by a given date. If payment is still not received by this date, **We** may then cancel this insurance. No refund or credit of premium will be due when cancellation takes place in these circumstances.

Return of premium

If **You** have made a claim or there has been an incident which could give rise to a claim, **We** will not return any premium.

If this insurance is cancelled provided **You** have not made a claim and there hasn’t been an incident that could give rise to a claim, **We** will return the premium stated in the **Schedule** less a deduction for the time for which **You** have been covered. This will be calculated on a proportional basis (for example, if **You** have been covered for 6 months, the deduction for the time **You** have been covered will be half the annual premium). However, where the premium stated in the **Schedule** is a “minimum & deposit” premium, there will be no return of premium except to the extent required by law, for example if **You** exercise a “cooling off” right under legislation to cancel the contract or, if **You** are a **Consumer**, if **We** cancel the contract.

CLAIMS PROCEDURE AND CONDITIONS

We aim to settle valid claims promptly and fairly in accordance with the cover provided by this **Policy**.

Your claim will be managed from within **Our** dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure **Your** claim is settled for the correct amount as quickly as possible.

How to make a claim

Contact:

Optis Insurances Ltd t/as Optis Insurance

Unit 1, Knightsbrook Square, Knightsbrook,

Trim, Co. Meath, C15 AN81.

Tel : (46) 9481667

Email : claims@optis.ie

Your duties

Claims Conditions 1 to 7 below are conditions precedent to **Our** liability under this **Policy**. If **You** do not comply with these conditions **We** shall be entitled to refuse indemnity under this **Policy**:

1. **You** shall notify **Us** as soon as reasonably practicable, but in any event within 14 days of discovery of an occurrence that may give rise to a claim under this **Policy**;
2. **You** shall take all practicable steps to recover property lost and otherwise minimise the claim;
3. **You** shall give all information and assistance **We** may reasonably require in a timely manner or, if **You** are **Consumer**, cooperate with **Us** in the investigation of a claim, including by giving all information and assistance reasonably requested by **Us** in an honest and reasonably careful manner.
4. **You** shall forward every impending prosecution, inquest or fatal accident enquiry claim, summons or process and all documents relating to those must be forwarded to **Us**, unanswered if a claim for liability is made against **You**, as soon as reasonably practicable, but no later than fourteen (14) days after receipt.
5. **You** must not make any admission, offer, promise or payment without **Our** written consent.
6. **You** accept and acknowledge that **We** are entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Your** own benefit any claim for **Indemnity** or damages or otherwise.
7. **You** accept and acknowledge that **We** have full discretion in the conduct of any proceedings and in the settlement of any claim.

If **You** are a **Consumer** and fail to comply with Conditions 1 and 4 above, **We** will be entitled to refuse to indemnify **You** for non-compliance with the reporting period above on that ground alone, unless **Your** non-compliance has not prejudiced **Us**.

Prejudice may include, without limitation, restricting or impeding **Our** ability to investigate or defend any claim by or against **You**, incurring or increasing any loss, damage, liability cost or payment that would not otherwise have been incurred or not occurred to the same extent and/or impeding or restricting the ability to obtain contribution from or to exercise subrogation rights against any other person (including any other insurer).

Claims and Remedy Condition

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **We** shall be entitled to:

- i) avoid the contract, refuse all claims, and
- ii) retain the premiums paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate nor reckless **We** shall be entitled, if cover would not have been offered, to:

- i) avoid the contract, refuse all claims, and
- ii) return the premiums paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate nor reckless **We** shall be entitled, if cover would have been offered on different terms, to

- i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- ii) reduce proportionately the amount to be paid on a claim if **We** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium.

“reduce proportionately” means that **We** need only pay on the claim X% of what otherwise **We** would have been under an obligation to pay under the terms of the **Policy** (or, if applicable, under the different terms provided for by virtue of paragraph i)), where –

$$\frac{X = \text{Premium actually charged} \times 100}{\text{Higher Premium}}$$

Our Rights

We may at any time pay to **You** in connection with any claim or series of claims under this **Policy** to which an **Indemnity** applies the **Limit of Indemnity** (after deduction of any sums already paid) or any lesser amount for which those claims can be settled and upon payment being made, **We** will relinquish the conduct and control of and be under no further liability in connection with those claims except for the payment of defence costs incurred with **Our** consent before the date of payment (unless the **Limit of Indemnity** is stated to be inclusive of defence costs).

However, if **We** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the **Limit of Indemnity** and the balance of the amount required to dispose of the claim is insured either in whole or in part with defence costs payable in addition to the **Limit of Indemnity** under this **Policy** then **We** will also contribute **Our** proportion of subsequent defence costs incurred with **Our** consent.

CLAIMS PROCEDURE AND CONDITIONS (CONTINUED)

Fraudulent Claims

If **You** are a **Consumer** and **We** become aware that any claim made by **You** contains information that is false or misleading in any material respect and which **You** know to be false or misleading or **You** consciously disregard whether it is false or misleading, **We** shall be entitled to:

- a) refuse all liability to **You** in respect of the claim, and
- b) to terminate the **Policy**.

If **You** are a **Consumer** and **We** become aware that any claim is in any respect fraudulent **We** may, as soon as is practicable after becoming aware of that fact, notify **You** (on paper or on another durable medium) that **We**:

- a) refuse all liability to **You** in respect of any claim made from the date of the submission of the fraudulent claim,
- b) need not return any sums paid under the **Policy** and may recover from **You** any sums paid by **Us** to **You** in respect of the claim, and
- c) are treating the **Policy** as being terminated with effect from the date of the submission of the fraudulent claim.

If **You** are not a **Consumer** and if any claim made by **You** is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any loss be occasioned by the wilful act or with **Your** connivance then **We** shall be entitled:

- a) not to pay the claim,
- b) recover from **You** any sums paid by **Us** to **You** in respect of the claim, and
- c) to treat this **Policy** as being terminated with effect from the time of the fraudulent act.

If the **Policy** is treated as having been terminated **We** shall be entitled to:

- a) refuse all liability to **You** under the **Policy** in respect of any relevant event occurring after the time of the fraudulent act, and
- b) not return any of the premiums paid under the **Policy**.

Other Insurances

If in respect of any claim under this **Policy** there is any other insurance or **Indemnity** in **Your** favour in force relative to that claim, or there would be but for the existence of this **Policy**, **Our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Policy**) in respect of that claim but always limited to the **Limits of Indemnity**.

Subrogation

Any claimant under this **Policy** shall at **Our** request and expense, take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

We shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

If **You** are a **Consumer**, the subrogation rights under this Section apply to the extent permitted under the **Consumer Insurance Contracts Act 2019**.

COMPLAINTS PROCEDURE

How to make a complaint

Our aim is to provide all **Our** customers with a first class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your Policy** or the handling of a claim, the details below set out some of the key steps that **You** can take to address **Your** concerns.

Where do I start?

If **Your** complaint is about the way in which the **Policy** was sold to **You** or whether it meets **Your** requirements, **You** should contact the **Broker** who arranged the **Policy** for **You**.

If **Your** complaint is about a claim, **You** should refer the matter to:

Claims Department

Optis Insurances Ltd t/as Optis Insurance

Unit 1, Knightsbrook Square, Knightsbrook,
Trim, Co. Meath, C15 AN81.

Tel : (46) 9481667

Email : complaints@optis.ie

If **Your** complaint is about anything else, **You** should refer it to **Optis Insurances Ltd t/as Optis Insurance**, whose contact details are:

Complaints Department

Optis Insurances Ltd t/as Optis Insurance

Unit 1, Knightsbrook Square, Knightsbrook,
Trim, Co. Meath, C15 AN81.

Tel : (46) 9481667

Email : complaints@optis.ie

Alternatively, **You** can ask **Your Broker** to refer the matter on for **You**.

Please quote **Your Policy** number in all correspondence so that **Your** concerns may be dealt with speedily.

What happens next?

If **Optis Insurances Ltd t/as Optis Insurance** are not able to resolve **Your** complaint satisfactorily by close of business of the third business day following, they will refer **Your** complaint to the Complaints Team at ERGO Versicherung AG care of ERGO UK Specialty Limited, who will send **You** an acknowledgement letter.

If **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Complaints Team Yourself by writing to:

Complaints Team, ERGO Versicherung AG

c/o ERGO UK Specialty Limited,

Munich Re Group Offices,

10 Fenchurch Avenue,

London, EC3M 5BN.

Telephone: **020 3003 7444**

E-mail: complaints@ergo-commercial.co.uk

The Complaints Team will investigate **Your** complaint and will provide **You** with a written response within eight weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

If **You** remain unhappy

If **We** have not resolved **Your** complaint at the end of eight weeks, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Irish Financial Services and Pensions Ombudsman (contact details below).

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Irish Financial Services and Pensions Ombudsman may not adjudicate on a case where court proceedings are actively in progress.

The Financial Services and Pensions Ombudsman

3rd Floor Lincoln House

Lincoln Place

Dublin 2

Lo Call: **1890 882090**

Phone: **01 662 0899**

Further information is available from them and on www.fspo.ie

Email: info@fspo.ie

PRIVACY NOTICE

Information We process

You should understand that information **You** provide, have provided and may provide in future will be processed by **Us**, in compliance with applicable data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

“**We**”, in this privacy notice means ERGO Versicherung AG, the controller of **Your** personal data. **We** have summarised the steps that **We** take to protect **Your** information here, and **Our** full **Data** Privacy Notice can be accessed on **Our** website at <https://www.ergo.com/en/Datenschutz>.

Information containing personal data and special category personal data

Information **We** process may include personal data and/ or special category personal data. Personal data is information that can be used to identify a living individual e.g. name, address, driving licence, PRSI number or professional details.

In addition, personal data may contain special categories of personal data; this can be information about **Your** health and/ or any criminal convictions.

We will always explain clearly when **We** need special category personal data, the purposes for which **We** will use it and where necessary **We** will obtain explicit consent to use such personal data.

Collecting electronic personal data

If **You** contact **Us** via an electronic method, **We** may record **Your** internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

How We use Your personal data

Your personal data and/or special category personal data may be used by **Us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

Who We share Your information with

We may pass **Your** personal data and/or special category personal data to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

We may also share **Your** personal data and/or special category personal data with law enforcement, fraud detection, credit reference and debt collection agencies and within the ERGO/Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop products and services;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **We** suspect that fraud is being attempted (e.g. to ensure that more than one claim cannot be made for the same personal injury or property damage)and/or
- respond to requests for information from law enforcement agencies.

We will not disclose **Your** personal data and/or special category personal data to anyone outside the ERGO/Munich Re Group of companies except:

- where **We** have **Your** permission or have identified an appropriate legal basis where the sharing of **Your** personal data and/or special category personal data is necessary;
- where **We** are required or permitted to do so by law;
- to other companies who provide a service to **Us** or **You**; and/or
- where **We** may transfer rights and obligations under the insurance.

The transferring of information outside the European Economic Area

In providing insurance services, **We** may transfer **Your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens **We** will ensure that appropriate measures are taken to safeguard **Your** personal and/or sensitive personal information.

PRIVACY NOTICE (CONTINUED)

Access to Your personal data

The individuals whose personal data and/or special category personal data is retained have a number of rights in relation to the personal data that **We** hold about them. These rights include but are not limited to:

- the right to a copy of the personal data;
- to object to the use of the personal data;
- to withdraw any consent previously provided; and to complain to the Irish **Data** Protection Commission at any time if they are not satisfied with the **Insurer's** use of such personal data.

For a more complete list of the rights available, please refer to the full **Data** Privacy Notice.

If **You** would like to know what personal data and or/special category personal data **We** hold, please contact the Head of Compliance at the address listed within this notice, stating the reason for **Your** enquiry. **We** may write back requesting **You** to confirm **Your** identity.

If **We** do hold personal data and or/special category personal data about **You We** will:

- give **You** a description of it;
- tell **You** why **We** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

If some of **Your** information is inaccurate, **You** can ask **Us** to correct any mistakes by contacting **Our** Head of Compliance.

Please note that there are times when **We** will not be able to delete **Your** personal data. This may be as a result of a requirement to fulfil legal and regulatory obligations, or where there is a minimum statutory period of time for which **We** have to keep **Your** personal data. If **We** are unable to fulfil a request, **We** will always let **You** know the reasons.

Providing consent to process Your personal data

By providing **Us** with **Your** personal data and/or special category personal data, **You** consent to **Your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **You** supply **Us** with personal data and/or special category personal data of other people, it is **Your** responsibility to ensure and confirm that **You** have fairly and fully obtained their consent for the processing of their personal data. **You** should also show this notice to the other people, so that such persons know why and how **We** use their personal data.

In instances where **We** rely on **Your** consent, or the consent of other persons, **You** should understand that if **You** do not consent to the processing of **Your** personal data or such consent is withdrawn, **We** may be unable to provide **You** with insurance services.

Changes to this Notice

We keep **Our** privacy notice under regular review. This notice was last updated on the 18th April 2018.

Contacting Us

If **You** have any questions relating to the processing of **Your** information, contact:

Head of Compliance ERGO Versicherung AG
c/o, ERGO UK Specialty Limited,
Munich Re Group Offices,
10 Fenchurch Avenue,
London, EC3M 5BN.

Telephone: **020 3003 7444**
E-mail: **complaints@ergo-commercial.co.uk**

OTHER IMPORTANT INFORMATION

Choice of Law and Jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary stated on the **Schedule**, the laws of Ireland will apply and the parties submit to the exclusive jurisdiction of the courts of Ireland.

Language

The language of **Your Policy** and any communication throughout the duration of the **Period of Insurance** will be English.

Our Regulator

ERGO Versicherung AG is a German insurance company with its headquarters at ERGO-Platz 1, 40477 Düsseldorf. Registered No: HRB36466.

ERGO Versicherung AG is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from **Us** on request. ERGO Versicherung AG is regulated in Ireland by the Central Bank of Ireland for conduct of business rules.

Payments

All payments which become due or payable to a person who is ordinarily resident in Ireland shall be payable and paid in Ireland

Rights of Third Parties

If **You** are a **Consumer** and **You** incur a liability covered by this **Policy** to a third party **Your** rights may transfer to and vest in the third party in the circumstances provided for by section 21 of **Consumer** Insurance Contracts Act 2019.

Sanctions

This **Policy** will not provide any insurance cover or benefit and **We** will not pay any sum if doing so would mean that **We** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **Us**.

Taxes

There may be circumstances where taxes may be due that are not paid via **Us**. If this occurs, then it is **Your** responsibility to ensure that these are paid direct to the appropriate authority.

The stamp duty on this **Policy** has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Section 1 – EMPLOYERS LIABILITY

*This is an optional section of cover. Please refer to **Your** schedule to confirm whether **You** have cover under Section 1*

OPERATIVE CLAUSE

Subject to the exclusions, conditions and definitions of this **Policy**, **We** will **Indemnify You** under Section 1 against:

- a) all sums which **You** become legally liable to pay as damages; and
- b) **Costs and Expenses**;

in the event of **Bodily Injury** or disease sustained by any **Employee** which arises out of and in the course of their employment by **You** in the **Business**; and which is caused during the **Period of Insurance**;

- i) within the **Territorial Limits**; or
- ii) elsewhere in the world in respect of temporary visits in a non-manual labour capacity by any **Employee** in connection with the **Business** provided that the **Employee** is normally resident in the **Territorial Limits**.

Limit of Indemnity

1. The amount specified in the **Schedule** as the **Limit of Indemnity** for Section 1.

Our liability to **You** for all compensation payable by **You** to any claimant or any number of claimants arising out of any one event will not exceed the **Limit of Indemnity**. The **Limit of Indemnity** will be the maximum amount payable including **Costs and Expenses**.

Extension 1 – Unsatisfied court judgments

In the event that:

- a) judgment for damages is obtained from a Court within the **Territorial Limits** against any company or individual conducting its business within the **Territorial Limits** by any **Employee** in respect of **Bodily Injury** or disease caused during any **Period of Insurance** arising out of and in the course of their employment by **You** in the **Business**; and
- b) it remains unsatisfied in whole or in part six months after the date of that judgment;

We will **Indemnify** the **Employee** or their personal representative up to the **Limit of Indemnity** for the amount of damages and awarded costs which remain unsatisfied as long as:

- i) there is no appeal outstanding;
- ii) any payment made by **Us** will only be in respect of **Bodily Injury** or disease which would otherwise be within the scope of cover of Section 1 of the **Policy**;
- iii) any payment made by **Us** will only be in respect of liability for which **You** would have been entitled to **Indemnity** under Section 1 of the **Policy** if the judgment had been made against **You**; and
- iv) **We** will be entitled to take over and prosecute for **Our** own benefit any claim against any other party and **You**, the **Employee** or their personal representatives must give all information and assistance **We** may reasonably require.

Exclusions applicable to Section 1

1. **We** will not **Indemnify You** under Section 1 against **Your** legal liability for **Bodily Injury** or disease to an **Employee** in circumstances where compulsory insurance or security is required under any applicable Road Traffic legislation.
2. **We** will not **Indemnify You** under Section 1 against liability arising **Offshore**.

Section 2 – PUBLIC LIABILITY

This is an optional section of cover. Please refer to **Your** schedule to confirm whether **You** have cover under Section 2.

OPERATIVE CLAUSE

Subject to the exclusions, conditions and definitions of this **Policy**, **We** will **Indemnify You** under Section 2 against:

- a) all sums which **You** become legally liable to pay as damages; and
- b) **Costs and Expenses**; in the event of:
 - i) accidental **Bodily Injury** to any person
 - ii) accidental loss of or damage to **Property**;
 - iii) obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water;

occurring during the **Period of Insurance** and arising out of the activities of **Your Business**;

- a) in the **Territorial Limits**;
- b) elsewhere in the world in respect of temporary visits in a non-manual labour capacity by **Your** directors or **Employees** normally resident in the **Territorial Limits**.

Limit of Indemnity

Our liability to **You** for all compensation payable by **You** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the amount specified in the **Schedule** as the **Limit of Indemnity** for Section 2.

Costs and Expenses are payable in addition to the **Limit of Indemnity** under Section 2 apart from:

- i) any judgment award or settlement made within; and
- ii) any order made anywhere in the world to enforce, either in whole or in part, a judgment, award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada for which the **Limit of Indemnity** for Section 2 will be the maximum amount payable including **Costs and Expenses**.

Extensions applicable to Section 2

These extensions are subject to all other terms of this **Policy** so far as they can apply unless otherwise stated.

1. Defective premises

We will **Indemnify You** against **Your** legal liability for losses occurring during the **Period of Insurance** for **Bodily Injury** or damage to **Property** arising in respect of any premises disposed of by **You** and which had, immediately prior to its disposal, been used in connection with the **Business**.

The **Indemnity** does not apply to legal liability:

- a) for which **You** are entitled to indemnity under any other policy of insurance;
- b) for **Bodily Injury**, loss or damage happening prior to such disposal; or
- c) for the cost of repairing, replacing or reinstating any defect giving rise to such claim or for the rectification of faulty workmanship.

2. Leased premises

We will **Indemnify You** against **Your** legal liability for loss of or damage to premises or fixtures or fittings in and on premises during the **Period of Insurance** which are leased to **You**.

This **Indemnity** does not apply in respect of **Your** legal liability for:

- (i) loss or damage arising under agreement unless liability would have attached to **You** in the absence of such agreement;
- (ii) loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by **You** or on **Your** behalf;
- (iii) the first €500 of each and every occurrence of loss or damage caused otherwise than by fire or explosion; and
- (iv) any liability which attaches to **You** in relation to claims relating to, or arising from, any agreement **You** have entered into to lease any of **Your** premises to a third-party in circumstances where that third party tenant has, or ought to have, alternative cover which should respond to the claim.

3. Contingent liability (non-owned vehicles)

(For the purposes of this Extension "**You/Your**" is restricted to a) and b) only of the General Definition.)

We will **Indemnify You** against **Your** legal liability for **Bodily Injury** and loss of or damage to **Property** occurring during the **Period of Insurance** arising out of the use of any motor vehicle in connection with the **Business** which is not **Your Property** or leased or hired to **You** and is not provided by **You**.

Section 2 – PUBLIC LIABILITY (CONTINUED)

This **Indemnity** does not apply in respect of:

- a) loss of or damage to any such vehicle or to goods carried in or on the vehicle;
- b) **Bodily Injury**, loss of or damage arising while such vehicle is being:
 - i) driven by **You**;
 - ii) driven with the general consent of **You** or of **Your** representative by any person who to the knowledge of **You** or **Your** representative does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding such a licence;
 - iii) used elsewhere than in the **Territorial Limits**; or
 - iv) engaged in racing, pace making reliability trials or speed testing;
- c) loss or damage in respect of which **You** are entitled to indemnity under any other insurance.
- d) liability arising from circumstances in which it is compulsory for **You** to insure or provide security in respect of any vehicle as a requirement of any relevant Road Traffic Act legislation.

4. Overseas personal liability

Where **You** or any of **Your** directors or **Employees** are temporarily visiting a country outside the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**, **We** will **Indemnify You** and:

- i) if **You** are an individual, **Your** spouse and child(ren) accompanying **You**; and
- ii) any of **Your** directors or **Employees**; and
- iii) any spouse or child(ren) of **Your** directors or **Employees** accompanying them;

against legal liability incurred in a personal capacity for accidental **Bodily Injury** or loss of or damage to **Property** occurring during that visit.

Exclusions applicable to Section 2

We will not **Indemnify You** under Section 2 against liability:

1. for loss of or damage to property belonging to **You** or in **Your** custody or control or in the custody or control of **Your Employees** other than;
 - i) in respect of **Property** including motor vehicles belonging to **Your Employees** or visitors to premises occupied by **You**; or
 - ii) in respect of any premises including contents (not being premises leased to **You**) which are temporarily occupied by **You** for the purpose of carrying out work in or to those premises.
2. arising from the ownership, possession or use under **Your** control, or under the control of any of **Your** directors or **Employees**, of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation.
3. arising out of the ownership, possession or use by **You** or on **Your** behalf of any **Aircraft**, hovercraft, offshore installation or watercraft (other than hand-propelled or wind-powered watercraft whilst on inland waterways).
4. arising from any **Products** after they have ceased to be in **Your** custody or control other than food or drink for consumption on premises occupied by **You**.
5. arising out of professional advice, design specification inspection, certification or testing **You** have provided, or provided on **Your** behalf, for a fee or in circumstances where a fee would normally be charged.
6. arising out of any breach of professional duty.
7. in respect of each claim arising out of damage to **Property**, for the first amount equal to the **Excess** stated in the **Schedule**.
8. for loss or damage to **Your Contract Works**:
 - i) prior to certified completion or handover by **You**;
 - ii) after certified completion or handover by **You**, where such loss or damage arises out of the defective condition of any part of such property structure or **Contract Works**.
9. for the costs incurred by anyone in;
 - i) recalling or making refunds in respect of any **Products** or **Contract Works**;
 - ii) remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by **You**.
10. arising from or in connection with any trade or operation thereof carried out by any tenant of **Your Property**.

Section 3 – PRODUCTS LIABILITY

*This is an optional section of cover. Please refer to **Your** schedule to confirm whether **You** have cover under Section 3.*

OPERATIVE CLAUSE

Subject to the exclusions, conditions and definitions of this **Policy**, **We** will **Indemnify You** under Section 3 against:

- a) all sums which **You** become legally liable to pay as damages; and
- b) **Costs and Expenses**;

in the event of;

- i) accidental **Bodily Injury** to any ordinary person who consumes or utilises the product in the manner in which it was intended; or
- ii) accidental loss of or damage to **Property**;

occurring anywhere in the world during the **Period of Insurance** and caused by any **Products** supplied from within the **Territorial Limits** after they have ceased to be in **Your** custody or control.

Limit of Indemnity

Our liability for all sums payable in respect of the **Period of Insurance** will not exceed the amount specified in the **Schedule** as the **Limit of Indemnity** for Section 3.

Costs and Expenses are payable in addition to the **Limit of Indemnity** under Section 3.

Exclusions applicable to Section 3

We will not **Indemnify You** under Section 3 against **Your** legal liability:

1. caused by or arising out of any **Products** which;
 - i) to **Your** knowledge are for delivery or use in the United States of America or Canada, their territories, possessions, dependencies or protectorates; or
 - ii) are sold, supplied, erected, repaired, altered, treated, installed in or for use in any **Aircraft**, hovercraft or waterborne craft or for marine or aviation purposes.
2. for the costs incurred in the repair, reconditioning, replacement, removal or breaking out of any **Products** or any part of those **Products**.
3. arising out of loss of or damage to **Products**.
4. for the costs incurred by anyone in recalling or making refunds in respect of any **Products**.
5. caused by, or occurring to, **Products**, which are in **Your** custody or control, but do not belong to **You**, if, and to the extent that the owner of those **Products**, has the benefit of alternate cover which responds to, or should respond to, any claim relating to those **Products**.
6. arising out of professional advice, design specification inspection, certification or testing **You** have provided, or provided on **Your** behalf, for a fee or in circumstances where a fee would normally be charged.
7. arising out of any breach of professional duty.

GENERAL EXTENSIONS

(These extensions are subject to all other terms of this **Policy** so far as they can apply unless otherwise stated.)

1. Contractual liability

Despite General Exclusion – Contractual Liability, **We** will **Indemnify You** under the applicable Section of this **Policy**, to the extent that any contract or agreement entered into by **You** with any Principal requires **You** to assume liability for **Bodily Injury** or loss of or damage to **Property** which arises out of the performance by **You** of that contract or agreement provided that:

- i) the conduct and control of claims is vested in **Us**;
- ii) the **Indemnity** granted by Section 1 – Employers' Liability will apply only in respect of **Your** liability to **Your Employees**;
- iii) notwithstanding the above, **We** will not **Indemnify You** beyond any liability which would have attached to **You** under statute or common law;
- iv) nothing in this extension will increase **Our** liability to pay more than the applicable **Limit of Indemnity** under any Section of this **Policy**; and
- v) the maximum amount payable in respect of this extension is subject to a sub-limit of €250,000 any one loss and in the aggregate.

2. Cross liabilities

If the policyholder named in the **Schedule** comprises more than one party, **We** will treat each party as though a separate **Policy** had been issued to each of them.

However, nothing in this extension will increase **Our** liability to pay more than the applicable **Limit of Indemnity** under any Section of this **Policy**.

3. Compensation for court attendance

In the event of any of **Your** directors, partners or **Employees** attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to **Indemnity** under this **Policy**, **We** will provide compensation at the following rates for each day on which attendance is required;

- i) any director or partner €300 per day;
- ii) any **Employee** €150 per day;

limited in total for all court appearances commenced during the **Period of Insurance** to €10,000, which is payable in addition to the **Limits of Indemnity** specified in the **Schedule**.

Limit of indemnity

With the exception of the specific sub-limit of indemnity set out in extension 3 (**Compensation** for court attendance), **Our** liability for all compensation payable by **You** (including **Costs and Expenses**) under these General Extensions will not exceed €250,000 in total for all claims first made against **You** during the **Period of Insurance**.

Exclusions

We will not **Indemnify You** in respect of:

- i) liability arising from or caused by a deliberate wrongful act or deliberate wrongful omission of any person eligible for an **Indemnity** under these General Extensions.
- ii) claims which arise out of circumstances:
 - a) notified to previous insurers; or
 - b) known to **You**, or which should have been known to **You** upon reasonable enquiry, at inception of this **Policy**.

Conditions

You must comply with the following conditions. If **You** fail to do so, **We** may not pay a claim, or any payment may be reduced.

You must:

1. give notice in writing to **Us** as soon as reasonably practicable of the discovery of any circumstance which may give rise to a claim under this **Policy**. Any claims arising out of circumstances notified in accordance with this condition will be deemed to have been first made against **You** during the **Period of Insurance**
2. comply with the Claims Procedure and Conditions on pages 10 -11 of this **Policy**.

PROSECUTION DEFENCE COSTS EXTENSION

Definitions

Applicable Legislation means:

- Safety, Health and Welfare at Work Act 2005; and
- Consumer Protection Act 2007; and
- Part 4 of the Food Safety Authority of Ireland Act 1998.

You / Your Is limited to paragraphs a) to c) i) of the General Definition.

Operative Clause

We will **Indemnify You** against:

- a) legal costs and expenses incurred with **Our** prior written consent;
 - i) in the defence of any criminal proceedings that have been formally issued against **You** in respect of an offence under or breach, whether actual or alleged, of any **Applicable Legislation** provided that the offence or breach is committed or is alleged to have been committed within the **Territorial Limits** during the **Period of Insurance** in the course of the **Business**;
 - ii) in an appeal against a conviction arising from the above criminal proceedings;
 - iii) in the preparation for, and representation at, the hearing of any mitigating circumstances, should **You** plead guilty to any criminal proceedings;
- b) any prosecution costs awarded against **You** arising from those proceedings stated in paragraph a) above;
- c) costs and expenses, incurred with **Our** prior written consent, of **Your** legal representation at an actual inquiry or inquest ordered under any **Applicable Legislation** provided that the incident giving rise to the inquiry or inquest occurred within the **Territorial Limits** during the **Period of Insurance** in the course of the **Business**;

all of which proceedings or inquiry or inquest result from any matter which is the subject of **Indemnity** under a Section of this **Policy** which is stated to be applicable or covered in **Your Schedule**.

For the avoidance of doubt this clause does not cover costs and expenses arising out of a general investigation unless or until that investigation is linked to a formal inquiry or inquest.

For the purpose of this Extension:

1. **Our** total liability will not exceed €100,000 in total for legal costs and expenses incurred with **Our** written consent in respect of sub- paragraphs a) and c) above and for all prosecution costs awarded against **You**, which is payable in addition to the Limit(s) of **Indemnity** specified in the **Schedule**, for all offences and breaches committed or alleged to have been committed and all incidents occurring during the **Period of Insurance**.
2. Amounts payable under this Extension (for the avoidance of doubt) are not limited to situations where **We** have a financial interest in the outcome of the proceedings.

Conditions

1. **We** will refer claims under this Extension to one of **Our** panel of expert legal advisors, but **You** can appoint **Your** own legal representative should **You** wish once any proceedings, inquiry or inquest set out in (a) to (c) have been formally initiated.
2. Notwithstanding anything in this section to the contrary, **We** will be entitled, at **Our** sole discretion, to instruct one of **Our** expert legal advisors, at any time, to investigate any claim or circumstance, notified under this section. If **We** do so, **You** are required to cooperate and assist in any reasonable way required by **Our** legal advisors.
3. To the extent that any investigation or defence of any claim for which **You** are entitled to an **Indemnity** under this section also impacts upon any potential or actual civil claim which **You** or any of **Your Employees** would be entitled to an indemnity under this **Policy**, **You** agree that **You** and **Your** legal representatives will allow one of **Our** panel of expert legal advisors to control and conduct those investigations.
4. If **You** elect to appoint **Your** own legal representative the **Indemnity** under this Extension will be payable for their services on the basis of **Our** standard terms of appointment for legal representation. To the extent that **We** have already appointed one of **Our** panel of expert legal advisors in relation to investigating or protecting **Our** interests under a Section of this **Policy** which is stated to be applicable or covered in **Your Schedule**, **Your** own legal representative must work alongside **Our** legal representative and must not duplicate work undertaken by **Our** legal representative.
5. It is a condition precedent to **Our** liability under the **Policy** that **We** be entitled to have sight of the appointed legal representative's file relating to the defence of a prosecution or representation at an inquiry or inquest which is the subject of a claim under this Extension and **You** are considered to have provided consent for **Us** or **Our** appointed agent to have sight of the file.
6. At any time, **We** may seek an independent barrister's opinion as to the prospects of success in defending the prosecution. If the opinion is that a "not guilty" plea does not have at least a 65% prospect of successfully defending the prosecution, then **We** will advise **You** of that opinion. Should **You** elect to continue with a "not guilty" plea then;
 - i) **We** will withdraw **Our** support for **Your** defence and be under no further obligation to indemnify **You** against any costs incurred from the date of **Your** refusal to accept that opinion; unless
 - ii) **You** obtain an independent barrister's opinion at **Your** own expense which contradicts the opinion that **We** have obtained; in which case
 - iii) **We** will ask the Chairperson or Vice-chairperson of the Bar Council of Ireland to appoint a Senior Counsel to give a final opinion, at **Our** expense, as to the prospects of success in defending the prosecution.

PROSECUTION DEFENCE COSTS EXTENSION (CONTINUED)

If the opinion of the Senior Counsel agrees with **Your** appointed legal representative's opinion then **We** will continue to support **Your** defence, but if it does not **We** will withdraw **Our** support for **Your** defence and be under no further obligation to indemnify **You** against any costs incurred from the date of the Senior Counsel's final opinion.

This does not affect **Your** rights under General Conditions – Arbitration" on page 26, nor (if **You** meet the criteria) to refer a dispute to the Financial Services and Pensions Ombudsman by following the complaints procedure in "How to make a complaint" on page 12.

7. In the event that **You** are dissatisfied with service provided by the appointed legal representative:
- i) during the proceedings **You** should raise this with them in the first instance. If **You** remain dissatisfied and they;
 - a) are a member of **Our** panel **You** can complain to **Us** by following the complaints procedure in "How to make a complaint" on page 12;
 - b) were **Your** own appointment **You** could elect to replace them, but **You** must understand that;
 - this could prolong the court case;
 - whilst the consequences could be to **Your** advantage they might be to **Your** disadvantage;
 - this is likely to incur increased costs for which **We** would only **Indemnify You** if **You** have made **Us** aware of **Your** dissatisfaction and if **We** have given **Our** written consent to replacement before it happens.

Nothing in this sub-paragraph 7. i) b) removes or diminishes any other provision of this Extension.

- ii) after the proceedings have been concluded and a verdict handed down and they;
 - a) are a member of **Our** panel **You** may complain to **Us** by following the complaints procedure in "How to make a complaint" on page 12;
 - b) were **Your** own appointment **You** can complain to them and if **You** remain dissatisfied **You** can refer **Your** complaint to the Legal Services Regulatory Authority on **01 859 2911** or email: **complaints@lsra.ie**

Exclusions

We will not **Indemnify You**:

1. against liability for fines or penalties of any kind;
2. against liability, or for costs and expenses in defending a prosecution for liability, arising from or caused by any deliberate act or omission of any person eligible for an **Indemnity** under this Extension if the result could reasonably have been expected to constitute a breach of the applicable legislation having regard to the nature and circumstances of that act or omission;
3. against liability for costs and expenses in defending a prosecution where **Indemnity** is provided by any other insurance.

GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS UNLESS OTHERWISE STATED

Asbestos

We will not **Indemnify You** against any **Damage** or **Your** legal liability (including, for the avoidance of doubt, any liability to one or more of **Your Employees**) in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

Bodily Injury to Employees (not applicable to Section 1 – Employers Liability)

We will not **Indemnify You** against **Your** legal liability for **Bodily Injury** to any of **Your Employees** arising out of and in the course of employment by **You** in **Your Business**.

Building Works (not applicable to Section 1 – Employers Liability)

We will not **Indemnify You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused by or arising out of **Building Works**.

Computer Hacking or Misuse

We will not **Indemnify You** against **Your** legal liability directly or indirectly caused by, happening through or resulting from actual or suspected computer hacking and/or computer misuse whether or not resulting in:

- a) actual or anticipated publication of **Data** including but not limited to privileged information or sensitive personal **Data**; or
- b) actual or suspected theft of **Data** including but not limited to privileged information and sensitive personal **Data**.

Computer Systems (not applicable to Section 1 – Employers Liability)

We will not **Indemnify You** against **Your** legal liability arising out of failure of any **Computer System**, whether or not **Your Property**, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any **Computer System** relating to date or time compliance.

Contractual Liability

We will not **Indemnify You** against **Your** legal liability which is assumed by **You** under agreement unless liability would have arisen in the absence of that agreement.

Cyber and Data Exclusion

- 1) Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any:
 - i) **Cyber Loss**, unless subject to the provisions of paragraph 2;
 - ii) loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical damage to **Property Insured** under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- 3) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by the **Insured** suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
- 4) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5) This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

GENERAL EXCLUSIONS (CONTINUED)

Disease Exclusion (not applicable to Section 1 – Employers Liability)

We will not **Indemnify You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

Due Care (not applicable to Section 1 – Employers Liability)

We will not **Indemnify You** against **Your** legal liability caused by or arising out of the deliberate, conscious or intentional disregard of **Your** obligation to take all reasonable steps to prevent **Bodily Injury** or loss of or **Damage** to **Property**.

Excess (not applicable to Section 1 – Employers Liability)

We will not **Indemnify You** against **Your** legal liability for the first amount equal to the **Excess** stated in the **Schedule**.

Liquidated Damages and Contractual Remedies (not applicable to Section 1 – Employers Liability)

We will not **Indemnify You** against **Your** legal liability arising out of clauses or warranties which pre-define and/or pre-agree compensation payable by **You** for loss, detriment, or injury to a person or a person's rights or property (including but not limited to liquidated damages clauses, penalty clauses or performance warranties) unless liability would have arisen in the absence of those clauses or warranties.

Micro-Organism Exclusion (not applicable to Section 1 – Employers Liability)

We will not **Indemnify You** against any loss, **Damage**, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage** to **Property Insured**;
- ii) any loss of use occupancy or functionality;
- iii) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns or to comply with the advice or orders of any competent public or governmental authority or body.

This Exclusion replaces and supersedes any provision in this **Policy** that provides insurance, in whole or in part, for these matters.

Northern Ireland Overriding Exclusion

We will not **Indemnify You** against loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of:

- i) civil commotion;
- ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

In any action suit or other proceedings where **We** allege that by reason of the provisions of this exclusion any loss, destruction or **Damage** or consequential loss is not covered by this **Policy** the burden of proving that such loss is covered shall be upon **You**.

Nuclear Energy Risks

We will not **Indemnify You** in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy**, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i) nuclear reactors and nuclear power stations or plant;
- ii) any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste
- iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Pollution (not applicable to Section 1 – Employers Liability)

We will not **Indemnify You** against **Your** legal liability caused by or arising out of **Pollution**, but **We** will **Indemnify You** under Section 2 – Public Liability or Section 3 – **Products Liability** against liability in respect of accidental **Bodily Injury** or accidental loss of or damage to **Property** caused solely by **Pollution** which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the **Period of Insurance** provided that:

- i) all **Pollution** which arises out of any one incident will be deemed to have occurred at the time that incident takes place;
- ii) **We** will not **Indemnify You** against liability in respect of **Pollution** happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and
- iii) nothing in these provisos will increase **Our** liability to pay more than the **Limits of Indemnity** specified in the **Schedule** in total in respect of damages costs fees and expenses-awarded against **You** during the **Period of Insurance**.

GENERAL EXCLUSIONS (CONTINUED)

Punitive Damages, Penalties and Fines

We will not **Indemnify You** against **Your** legal liability for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.

Radioactivity

We will not **Indemnify You** against loss, **Damage**, expense or **Your** legal liability directly or indirectly caused by or contributed by or arising from;

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- v) any chemical, biological, bio-chemical, or electromagnetic weapon.

Sonic Bangs Exclusion

We will not **Indemnify You** against **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Terrorism

We will not **Indemnify You** against: loss, **Damage**, cost, or expense or **Your** legal liability directly or indirectly caused by or arising out of or in connection with **Terrorism** or any loss, **Damage**, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

United States of America and Canada

We will not **Indemnify You** against **Your** legal liability:

- a) in respect of any judgment award or settlement made within;
- b) in respect of any order made anywhere in the world to enforce, in whole or in part any judgment award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada other than in respect of liability arising out of temporary visits to:

- i) the United States of America or Canada; or
- ii) any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada;

in a non-manual labour capacity by **Your** directors or **Employees** normally resident in the **Territorial Limits** under sub-paragraph B of the Operative Clause to Section 2- Public Liability or under Extension 4 – Overseas personal liability of the Extensions applicable to Section 2.

War

We will not **Indemnify You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

GENERAL CONDITIONS

Arbitration

If any difference shall arise as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Arbitration Act 2010. If agreement cannot be reached, either party may apply for an arbitrator to be appointed by ARIAS (UK). Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**.

In the absence of agreement between **You** and **Us** as to the costs of the arbitration, those costs will be at the discretion of the arbitrator who will decide how much each of the parties in dispute must pay and to whom.

The seat of the arbitration will be in Dublin, Ireland and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in "Choice of Law and Jurisdiction" on page 15.

However: **You** may not need to engage in arbitration if **You** meet the criteria for the Financial Services and Pensions Ombudsman to deal with the dispute and **You** follow the complaints procedure, all of which is contained in "How to make a complaint" on page 12.

Adjustment of premium

Where the premium is provisionally based on **Your** estimates **You** must keep accurate records and within ninety (90) days of the expiry of the **Period of Insurance** declare actual values as **We** require.

The premium will then be adjusted and any difference paid or allowed to **You**, except that if the premium stated in the **Schedule** is expressed as "minimum and deposit" and the premium adjustment calculation results in an amount which is less than the "minimum and deposit" stated in the **Schedule**, a rebate of premium will not be paid to **You**.

Where the estimates include remuneration to **Employees**, the required declaration must also include remuneration to all persons defined as **Employees** by this **Policy**.

Failure to declare these particulars to **Us** will entitle **Us** to estimate those actual values if **We** so wish and to assess further premium payment due calculated on **Your** original estimated values.

Alteration of Risk

If **You** are a **Consumer**, **You** must notify **Us** within 3 days where:

- (i) there is a material change in the risk which is the subject of the **Policy**;
- (ii) the **Business** is being wound up or carried on by a liquidator or receiver or permanently discontinued;
- (iii) **Your** interest ceases except by will or operation of law

(each of (i) – (iii) an alteration) whereby the risk is taken outside that which was within the reasonable contemplation of the Parties when the contract of insurance was concluded. Irrespective of whether any such notification has been made (but without prejudice to **Your** obligation to make those notifications), **We** may refuse claims made by **You** where any alteration constitutes a change in the subject matter of this **Policy** and circumstances have so changed that it can properly be said by **Us** that the new risk is something which, on the true construction of the **Policy**, **We** did not agree to cover. The foregoing does not limit or exclude and is without prejudice to any other remedies that may be available to **Us**, under this **Policy** or otherwise, in connection with an alteration.

However, **We** agree not to refuse such claims if:

- i) **You** have notified such alteration in writing to **Us** in good time to enable **Us** to assess the alteration and the alteration is not of such a nature that, if the alteration had occurred prior to the commencement of this **Policy**, **We** would not have entered into this **Policy** on any terms;
- ii) **You** have answered all reasonable questions that **We** may raise in connection with the alteration;
- iii) **You** pay an appropriate additional premium if required by **Us** with effect from the date of the alteration; and
- iv) **You** accept any additional terms that **We** impose, with effect from the date of the alteration.

If **You** are not a **Consumer**, **You** must:

- (a) immediately notify **Us** of any alteration or circumstance which materially affects the risks insured under this **Policy** and until **We** are advised of that alteration or circumstance and have expressly agreed in writing to accept liability for that altered risk and **You** have paid or agreed to pay the additional premium (if any) **We** will not be liable in respect of any claim or claims due wholly or partially to that alteration or circumstance.
- b) immediately notify **Us** if:
 - i) the **Business** is being wound up or carried on by a liquidator or receiver or permanently discontinued; or
 - ii) **Your** interest ceases except by will or operation of law,

otherwise the **Policy** will be treated as cancelled and all cover will terminate unless **You** have notified **Us** of any such alteration(s) described in i) – ii) above and at **Our** option **We** have agreed to vary the **Policy**.

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