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Education Management Liability Policy

Policy Form: Education Management Liability 2021.09

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Introduction

IPB Insurance Company Limited by Guarantee trading as IPB Insurance and **You** agree that

- (a) This **Policy** comprising of the Introduction, Definitions, Insuring Agreements, Exclusions, Conditions, **Policy Schedule** and any operative **Endorsements** (hereafter called the **Policy**) shall be read as one contract.
- (b) Any information provided by **You** or on **Your** behalf, and agreed by **Us**, shall inform the assessment and acceptance of this risk.
- (c) In consideration of the payment of premium, **We** will indemnify the **Insured** in the manner and to the extent described within this **Policy** subject to its Definitions, Exclusions, Extensions, Conditions as stated or as subsequently endorsed thereon.
- (d) In accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become or may become due and payable by **Us** under this **Policy** shall be payable and paid in the Republic of Ireland.
- (e) The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1 (as amended).



Signed for and on behalf of the **Insurer**
Michael Garvey
Chief Executive

IPB Insurance Company Limited by Guarantee trading as IPB Insurance is regulated by the Central Bank of Ireland. Reg. No. 7532
Republic of Ireland.

Policy Definitions

The following definitions will be shown in bold each time they appear in the **Policy** except in the **Policy Schedule** and **Endorsements** where all defined terms begin with a capital letter.

Bodily Injury

Bodily Injury shall mean bodily injury including death, disease or illness, mental injury, mental anguish or nervous shock.

Business

Business shall mean that as detailed in the **Policy Schedule** and shall include any activity usual to a school which is carried out with the full knowledge and authority of and under the control of **Your** board of management/governors or of any other person specifically authorised by them.

Business Property

Business Property shall mean

- (a) buildings owned by **You**, or for which **You** are legally responsible, in connection with the **Business** including
 - (i) signs, fixed glass, exterior light fixtures and poles
 - (ii) landlords' fixtures and fittings therein and thereon
 - (iii) walls, gates and fences directly abutting/adjoining the buildings and outbuildings
 - (iv) yards, car parks, roads, playgrounds, playing surfaces, sports pitches and pavements
 - (v) outbuildings associated with the buildings
 - (vi) telephones, gas, water or electric instruments, meters, cabling, piping, ducting and wires and associated control gear and accessories on **Your** premises
 but not including piers, docks, jetties, tunnels, bridges, excavations, dams, and other like structures
- (b) any property not included in (a) above situate in a building described by (a) above including
 - (i) furniture and contents belonging to **You** or held in trust by **You** and for which **You** are responsible whilst in a building described by (a) above
 - (ii) tenants' improvements, alterations and decorations,
 - (iii) personal effects of employees, members of the board of management/governors, trustees or officers, pupils or visitors
 - (iv) contents of outbuildings (provided such outbuildings are hereby insured)
 - (v) documents, manuscripts and business books
 - (vi) computer records
 but not including vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft, any living creature, property in the open (unless stated to the contrary) or **Money**.

Circumstance

Circumstance shall mean any circumstance or state of affairs or event which may reasonably be expected to give rise to a **Claim** against the **Insured** or a claim by the **Insured** under the **Policy**.

Claim

Claim shall mean

- (a) any written demand for monetary damages or other relief including non-pecuniary relief and/or civil damages asserting a legal liability on the part of the **Insured**
- (b) any civil, arbitration or adjudication proceedings, including any counterclaim
- (c) any notice of intention, orally or in writing, to commence legal proceedings.

Defamation

Defamation shall mean defamation, libel or slander made by the **Insured**, or at the direction of the **Insured**, or related to advertising, publishing, broadcasting conducted by or on behalf of the **Insured**.

Defence Costs

Defence Costs shall mean the reasonable costs and expenses incurred by **Us**, or by the **Insured** with **Our** prior written consent, in connection with the defence of any **Claim** which may form the subject of indemnity under any Section.

Defence Costs are part of, and not in addition to, the **Limit of Indemnity** and **Our** payment of **Defence Costs** reduces the **Limit of Indemnity**.

Documents

Documents shall mean all

- (a) documents (excluding bearer bonds, coupons, bank or currency notes or other negotiable instruments)
 - (b) computer system records
- belonging to the **Insured** or for which the **Insured** is responsible.

Employee

Employee shall mean

- (a) any person under a contract of service or apprenticeship with the **Insured**
 - (b) any person hired to or borrowed by the **Insured** (including volunteers)
 - (c) any person undertaking study or work experience with the **Insured**
 - (d) any person who is self-employed
- whilst under the direct control and supervision of the **Insured**.

Endorsement

Endorsement shall mean any alteration to the **Policy** wording.

Excess

Excess shall mean the amount, as stated in the **Policy Schedule**, for which the **Insured** is responsible in respect of each and every claim by the **Insured** under this Section.

Extended Reporting Period

Extended Reporting Period shall mean the thirty-day period after the end of the **Period of Insurance** in which the **Insured** may report a **Claim**.

The **Extended Reporting Period** does not apply in the event of cancellation by the **Insurer** due to non-payment of premium.

Hacking

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether the property of the **Insured** or not.

Insured (not applicable to Section 4 – Legal Expenses)

Insured shall mean

- (a) **You**
- (b) any body corporate, trust or other entity by which such establishment has legal status which holds **Your** rights and assets and/or bears **Your** liabilities
- (c) **Your** patrons and/or **Your** trustees
- (d) each individual member of **Your** board of management/governors.

At the request of the **Insured**, **We** will also indemnify any parent/teacher association, past pupil union, **Employee** or other person in respect of liability for which the **Insured** would have been entitled to indemnity under this **Policy** had the **Claim** been made against the **Insured** provided that

- (i) such entity or person is not entitled to indemnity under any other policy
- (ii) such entity shall, as though they were the **Insured**, be subject to the Terms, Conditions, Exclusions and Conditions of the **Policy**, insofar as they can apply
- (iii) **We** shall have the full conduct and control of all **Claims** for which indemnity is provided by this Extension.

Insured (applicable to Section 4 – Legal Expenses)

Insured shall mean

- (a) **You**
- (b) any body corporate, trust or other entity by which such establishment has legal status which holds **Your** rights and assets and/or bears **Your** liabilities
- (c) **Your** patrons and/or **Your** trustees
- (d) each individual member of **Your** board of management/governors.

Insurer/Our/Us/ We

Insurer/Our/Us/We shall mean IPB Insurance.

Legal Expenses

Legal Expenses shall mean legal costs and expenses reasonably and necessarily incurred by the **Insured**, with **Our** prior written approval, during the **Period of Insurance**.

Legal Representative

Legal Representative shall mean the solicitor appointed, with **Our** agreement, in the name of and on behalf of the **Insured**.

Limit of Indemnity (applicable to Section 1 - Professional Indemnity)

Limit of Indemnity shall mean **Our** maximum liability, as shown in the **Policy Schedule**, for all **Loss** arising out of any one **Claim** and all **Claims** made during any one **Period of Insurance**.

Limit of Indemnity (applicable to Section 2 – Trustees’, Directors’ and Officers’ Liability)

Limit of Indemnity shall mean **Our** maximum liability, which shall not exceed the amount shown in Section 2, for all **Loss** arising out of any one **Claim** and all **Claims** made during any one **Period of Insurance**.

Limit of Indemnity (applicable to Section 3 – Employment Practices Liability)

Limit of Indemnity shall mean **Our** maximum liability, which shall not exceed the amount shown in Section 3, for all **Loss** arising out of any one **Claim** and all **Claims** made during any one **Period of Insurance**.

Loss

Loss shall mean

- (a) all sums for damages, compensation or other settlements or claimant’s costs which the **Insured** becomes legally liable to pay, in respect of any **Claim**
- (b) **Defence Costs** in connection with (a) above.

Microchip

Microchip shall mean a unit of packaged computer circuitry manufactured in small-scale and made for program logic or computer memory purposes and expressly including integrated circuits and microcontrollers.

Minimum Premium

Minimum Premium shall mean the minimum premium (shown as Premium on the **Policy Schedule**) that is retained by **Us** in respect of this **Policy**.

Money

Money shall mean cash, bank notes, currency notes, uncrossed cheques (including travellers’ cheques but excluding pre-signed blank cheques), uncrossed bankers’ drafts, uncrossed giro cheques and drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue stamps, National Savings stamps, bills of exchange, luncheon vouchers, consumer redemption vouchers, gift tokens, trading stamps, bus tickets, National Lottery tickets and telephone cards, all pertaining to the **Business** and belonging to **You** or for which **You** have accepted responsibility.

Negligent Act

Negligent Act shall mean any actual or alleged

- (a) act of neglect, error or omission
- (b) breach of warranty of authority
- (c) breach of warranty of trust or confidentiality
- (d) **Defamation**
- (e) infringement of copyright, patent, trademark or design rights

occurring or committed in good faith.

Official Duties

Official Duties shall mean duties carried out by any of **Your** trustees, directors or officers solely in their capacity as such.

Period of Insurance

Period of Insurance shall mean the dates stated in the **Policy Schedule** or any subsequent period for which **We** agree to renew the **Policy**.

Policy

Policy shall mean this document incorporating the Introduction, Definitions, Insuring Agreements, Exclusions, Conditions and the **Policy Schedule** and any operative **Endorsements**.

Policy Schedule

Policy Schedule shall mean the separate document titled Policy Schedule which provides the specific details of the cover applicable to this **Policy**.

Property Damage

Property Damage shall mean loss of, destruction of or damage to material or tangible property.

Reasonable Prospects

Reasonable Prospects shall mean

- (a) where the **Insured** is pursuing a legal action, that there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedy sought
- (b) where the **Insured** is defending a legal action, that the other party does not have reasonable prospects of proving the **Insured's** legal liability.

Retroactive Date

Retroactive Date shall mean the date specified as such in the **Policy Schedule** or by **Endorsement**.

Sexual Abuse

Sexual Abuse shall mean any actual, attempted or alleged conduct or contact of a sexual nature including, but not limited to, actual, attempted or alleged conduct or contact involving sexual gratification, discrimination, coercion, harassment or pressure of any kind.

System

System includes computers, other computing and electronic equipment linked to 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.

Territorial limits

Territorial limits shall mean anywhere in the European Union or the United Kingdom.

Terrorism

Terrorism shall mean an act, including but not limited to, the use of force or violence and/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.

Virus or Similar Mechanism

Virus or Similar Mechanism shall mean program, code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. This includes, but is not limited to, viruses, trojan horses, worms and logic bombs.

Wrongful Act

Wrongful Act shall mean any actual or alleged breach of duty, including fiduciary or statutory duty, arising from an act of neglect, error or omission on the part of any of **Your** trustees, directors or officers solely in the course of their **Official Duties**.

Wrongful Employment Act

Wrongful Employment Act shall mean any actual or alleged

- (a) unfair, wrongful or constructive dismissal of an **Employee**
- (b) employment related misrepresentation
- (c) wrongful failure to provide adequate employee procedures and policies
- (d) wrongful deprivation of career opportunity
- (e) discrimination (including victimisation) in the employment field against any **Employee** or potential employee, by the **Insured** on the grounds of gender, marital status, family status, sexual orientation, religion, age, physical and/or mental disability, race, colour, nationality, ethnic or national origins or membership of the traveller community
- (f) refusal to employ a qualified applicant for employment
- (g) failure to offer or afford the same terms of employment, working conditions or treatment
- (h) employment-related harassment including sexual harassment, bullying of any kind, coercion or intimidating, offensive or hostile working environment.

You/Your/Yours

You/Your/Yours shall mean the insured party named and shown on the **Policy Schedule**.

Section 1 Professional Indemnity

Section 1 Insuring Agreement

- 1.1 This Section is written on a Claims Made and Reported basis. This means that **We** will only provide indemnity in respect of **Claims** first made against the **Insured** during the **Period of Insurance** and reported to **Us** during either the **Period of Insurance** or the **Extended Reporting Period**.
- 1.2 **We** will indemnify the **Insured**, up to the **Limit of Indemnity**, for **Loss** arising from a **Claim** made against the **Insured** by reason of a **Negligent Act** by the **Insured** arising solely out of the conduct of the **Business** provided that such **Negligent Act** is committed within the **Territorial Limits** and either on or after **Retroactive Date**.

Section 1 Application of Limit of Indemnity and Excess

- (a) Where **We** are liable to indemnify more than one party or entity, **Our** maximum liability shall not exceed the **Limit of Indemnity**.
- (b) All **Claims** attributable to the same **Negligent Act** will be regarded as one **Claim** and will be deemed to attach to the **Period of Insurance** current when the earliest of such **Claims** was first made against the **Insured** and reported to **Us**. The **Limit of Indemnity** and **Excess** which apply to the policy of insurance in effect at that time shall prevail.
- (c) A series of **Negligent Acts** that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes will constitute the same **Negligent Act**.
- (d) The **Limit of Indemnity** available during the **Extended Reporting Period**, if exercised, shall be part of and not in addition to the **Limit of Indemnity**.
- (e) The indemnity provided by any Extension or **Endorsement** shall not operate, other than where provided, so as to increase the **Limit of Indemnity**.
- (f) Regardless of the number of years this **Policy**, or any succeeding policy of a like nature, shall continue in force with **Us**, and the number of premiums which shall be paid or payable, the **Limit of Indemnity** shall not be cumulative in amounts from **Period of Insurance** to **Period of Insurance**.

Extensions applicable to Section 1

Unless stated to the contrary in the **Policy**, the Extensions below automatically apply. Each Extension is subject to the Terms, Conditions, Definitions and Exclusions of the **Policy**, in addition to any additional Terms stipulated in connection with it.

1. Court Attendance Costs

We shall provide up to €250 per day for court attendance costs incurred by an **Employee**, or up to €500 per day for court attendance costs incurred by a patron, trustee or individual member of the board of management/governors if they are legally compelled to attend a civil proceeding as a witness in a claim for which indemnity is provided by this Section.

2. Documents

Notwithstanding anything to the contrary in Policy Exclusion 1 (Cyber Liability) and Section 1 Exclusion 18 (Property Damage), **We** will, in the event of loss of or damage to **Documents**, indemnify the **Insured** in respect of all costs and expenses reasonably and necessarily incurred by the **Insured** in replacing or restoring **Documents**, provided that

- (a) such loss or damage is sustained while the **Documents** are either in transit or in the custody of the **Insured** or of any person to whom the **Insured** has entrusted them
- (b) where the **Documents** are in electronic format, the **Insured** can demonstrate, to **Our** reasonable satisfaction, they had in place sufficient and proper procedures for the security and daily back-up of the **Documents**
- (c) **We** shall not be liable for loss or damage to **Documents** arising directly or indirectly from
 - (i) the transmission of any **Virus or Similar Mechanism**
 - (ii) unauthorised access to any **System**
- (d) **Our** maximum liability under this Extension shall not exceed €500,000 in any one **Period of Insurance**.

3. Ombudsman Awards

We will indemnify the **Insured**, up to the **Limit of Indemnity**, for any award made by an external Ombudsman in respect of any case accepted by the external Ombudsman for review in his position as such under any recognised scheme provided that

- (a) the review was first notified to the **Insured** during the **Period of Insurance** and reported to **Us** during either the **Period of Insurance** or the **Extended Reporting Period**
- (b) the **Insured** gives notice to **Us** in writing within ten working days of becoming aware that any Ombudsman is, or will be, reviewing a case directly affecting the **Insured**.

4. Public Relations Costs

Where the **Insured** retains the services of a public relations consultant or firm for the sole purposes of protecting its reputation, that has been brought into question as a direct result of a **Claim** for which indemnity is provided by this Section, **We** will pay any reasonable fees, costs and expenses of such public relations consultant or firm provided that

- (a) the **Insured** notifies **Us** within 28 days of first becoming aware of the **Insured's** reputation being brought into question, and provides full written details outlining the circumstances surrounding the event; and

- (b) **We** have given **Our** prior written consent to retain the services of such public relations consultant or firm; and
- (c) **Our** maximum liability in respect of the indemnity provided by this Extension shall not exceed €50,000 in any one **Period of Insurance**.

5. Sexual Abuse

Notwithstanding anything to the contrary under Section Exclusion 3 (Bodily Injury), this Section is extended, in the manner described in Section 1 Insuring Agreement and Section 1 Application of Limit of Indemnity and Excess, to indemnify the **Insured** for **Loss** relating to a **Claim** arising out of or in connection with **Sexual Abuse**.

Provided that

1. The maximum payable under this Extension in respect of all **Loss** arising out of any one **Claim** and all **Claims** made during any one **Period of Insurance** shall not exceed either the **Limit of Indemnity** or €6,500,000, whichever is the lesser.
2. **We** will not be liable for **Loss** in respect of any **Claim** arising out of or in connection with a **Negligent Act** committed, attempted or allegedly committed prior to either the **Retroactive Date** or 30/11/1990, whichever is the later.

We will not be liable under this Extension

- (a) to indemnify any person who commits, participates in, condones, instigates or knowingly allows **Sexual Abuse**
- (b) to indemnify the **Insured** for **Loss** arising out of any **Sexual Abuse** committed by any person
 - (i) after the **Insured** had actual knowledge that or had reasonable grounds for believing that such person had been involved in any **Sexual Abuse**
 - (ii) after failure by the **Insured** to fully investigate and/or act upon any allegation that such person had been involved in any **Sexual Abuse**
 - (iii) after failure by the **Insured** to comply with any procedural guidelines adopted by the **Insured** and/or advised to **Us**
 - (iv) after failure by the **Insured** to comply with their statutory obligations under National Vetting Bureau legislation.

Additional Conditions applicable to Section 1

Senior Counsel

The **Insured** shall give all assistance as the **Insurer** may require but neither the **Insured** nor the **Insurer** shall be required to contest any legal proceedings unless a senior counsel (or by mutual agreement between the **Insured** and the **Insurer** a similar authority) shall advise that such proceedings could be contested with the probability of success.

Additional Exclusions applicable to Section 1

We will not be liable

1. Aircraft and Mechanically Propelled Vehicles

for **Loss** in respect of any **Claim** arising out of or in connection with advice, design, specification, report or research in relation to any mechanically propelled vehicle, aircraft, aerial or aerospace device or satellite or part thereof.

2. Asbestos

for **Loss** in respect of any **Claim** arising out of or in connection with or relating directly or indirectly to or resulting from the presence or release or possible presence or release of asbestos or asbestos containing materials in whatever form or quantity.

3. Bodily Injury

for **Loss** in respect of any **Claim** arising out of or in connection with **Bodily Injury** to any person other than emotional distress arising from any **Defamation**.

4. Contractual Liability

for **Loss** in respect of any **Claim** arising out of or in connection with liability assumed by the **Insured** by agreement unless such liability would have attached to the **Insured** notwithstanding such agreement.

5. Employer's Obligations

for **Loss** in respect of any **Claim** arising out of or in connection with any breach of obligation owed by the **Insured** as an employer to any **Employee** or prospective employee.

6. Excess

for the amounts of any **Excess**.

7. Failure to effect or maintain insurance

for **Loss** in respect of any **Claim** arising out of or in connection with the **Insured's** failure to obtain or maintain adequate insurance or finance.

8. Fines, Penalties or Punitive Damages

for any fines, penalties, punitive or exemplary aggravated damages or awards where such damages have been identified separately within an award of any court tribunal, hearing, proceeding, or the multiple portion of any multiplied damage award and any **Loss** relating to a **Claim** arising out of or in connection with any contract for penalties or liquidated damages levied against the **Insured** or any **Claim** deemed uninsurable by law.

9. Fraudulent or Dishonest Acts

to indemnify

- (a) any person committing, participating in, condoning, instigating or knowingly allowing any intentional dishonest, fraudulent, criminal or malicious act or omission
- (b) the **Insured** for their legal liability arising out of any intentional dishonest, fraudulent, criminal or malicious act or omission after

- (i) the **Insured** had actual knowledge or had reasonable grounds for believing that such person had been involved in any such act or omission
- (ii) failure by the **Insured** to fully investigate and/or act upon any allegation that such person had been involved in any such act or omission.

10. Goods or Property

for **Loss** in respect of any **Claim** arising out of or in connection with the ownership, possession, occupation, use or leasing, by or on behalf of the **Insured**, of any mobile or immobile goods or property.

11. Insolvency

for **Loss** in respect of any **Claim** arising out of or in connection with the insolvency or other financial difficulties of the **Insured**.

12. Judicial Review

for any **Claim**, costs or expenses arising out of or in connection with any judicial review.

13. Jurisdiction

for **Loss** arising from

- (a) any **Claim** made or brought in the United States of America or Canada or territories under their jurisdiction
- (b) from any order made anywhere in the world to enforce any judgement or order or settlement made within the United states of America or Canada or territories under their jurisdiction.

14. Medical Malpractice

for **Loss** in respect of any **Claim** arising out of or in connection with the provision of or failure to render any medical services (other than first-aid services) including, but not limited to, medical, surgical or dental advice, treatment, diagnosis or prescription.

15. Pension and Benefit Schemes

for **Loss** in respect of any **Claim** arising out of or in connection with any pension or superannuation fund or benefit scheme.

16. Pollution and Contamination

for **Loss** in respect of any **Claim** of whatsoever nature directly or indirectly caused by or arising out of or in connection with pollution or contamination unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

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

17. Prior Claims or Circumstances

for **Loss** in respect of

- (a) any **Circumstance**
 - (i) notified under any policy which was in force prior to the inception of this **Policy**
 - (ii) known to the **Insured** or which should have been known to the **Insured** at the inception of this **Policy** which might reasonably be expected to produce a **Claim**
- (b) any **Claim** made against the **Insured** prior to the inception of this **Policy**.

18. Property Damage

for **Loss** in respect of any **Claim** arising out of or in connection with loss or destruction of or damage to any property whatsoever or any consequential loss howsoever arising.

19. Products Liability

for **Loss** in respect of any **Claim** directly or indirectly arising out of, or in any way involving goods or products sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by the **Insured** or by any consultant or agent of the **Insured**.

20. Related Entities

for **Loss** in respect of any **Claim** by a parent or subsidiary company of the **Insured** or by any person or entity having a financial, executive or controlling interest in the **Insured**, or by any entity where the **Insured** has accepted any financial interest in place of fees otherwise incurred, unless such **Claim** is brought directly against the **Insured** by an independent third party.

21. Retroactive Date

for **Loss** in respect of any **Claim** arising out of or in connection with a **Negligent Act** committed, attempted or allegedly committed prior to the **Retroactive Date**.

22. Sexual Abuse

for **Loss** in respect of any **Claim** (other than as provided for in Extension 5. Sexual Abuse) arising out of or in connection with **Sexual Abuse** or any actual or alleged failure by the **Insured** to have sufficient or effective controls or supervision in place to prevent **Sexual Abuse**.

23. Subsidiary Companies

for **Loss** in respect of any **Claim** arising out of or relating directly or indirectly to or in consequence of or in any way involving business or operations conducted by or on behalf of any subsidiary company unless named in the **Policy Schedule**.

24. Suspension or Expulsion

for **Loss** in respect of any **Claim** alleging wrongful suspension or alleging wrongful expulsion of any student or alleging wrongful refusal to enrol any student unless the alleged wrongful suspension, alleged wrongful expulsion or alleged wrongful failure to enrol occurs after the **Insured** has sought and followed established procedures and the advice of a solicitor experienced in the law and regulations relating to such actions.

25. Trustees', Directors' and Officers' Liability

for **Loss** in respect of any **Claim** arising out of or in connection with any **Insured**, or those indemnified by this insurance in like manner to the **Insured**, in their capacity as a director, officer or trustee in respect of the performance or non-performance of their **Official Duties**.

Section 2 Trustees', Directors' and Officers' Liability

Section 2 Insuring Agreement

- 2.1 This Section is written on a Claims Made and Reported basis. This means that **We** will only provide indemnity in respect of **Claims** first made against the **Insured** during the **Period of Insurance** and reported to **Us** during either the **Period of Insurance** or the **Extended Reporting Period**.
- 2.2 **We** will indemnify the **Insured**, up to the **Limit of Indemnity**, for **Loss** arising from a **Claim** made against the **Insured** by reason of a **Wrongful Act** arising solely out of the conduct of the **Business** provided that such **Wrongful Act** is committed within the **Territorial Limits** and either on or after the **Retroactive Date**.

Limit of Indemnity - €2,500,000

Section 2 Application of Limit of Indemnity

- (a) Where **We** are liable to indemnify more than one party or entity, **Our** maximum liability shall not exceed the **Limit of Indemnity**.
- (b) All **Claims** attributable to the same **Wrongful Act** will be regarded as one **Claim** and will be deemed to attach to the **Period of Insurance** current when the earliest of such **Claims** was first made against the **Insured** and reported to **Us**. The **Limit of Indemnity** which applies to the policy of insurance in effect at that time shall prevail.
- (c) A series of **Wrongful Acts** that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes will constitute the same **Wrongful Act**.
- (d) The **Limit of Indemnity** available during the **Extended Reporting Period**, if exercised, shall be part of and not in addition to the **Limit of Indemnity**.
- (e) The indemnity provided by any Extension or **Endorsement** shall not operate, other than where provided, so as to increase the **Limit of Indemnity**.
- (f) Regardless of the number of years this **Policy**, or any succeeding policy of a like nature, shall continue in force with **Us**, and the number of premiums which shall be paid or payable, the **Limit of Indemnity** shall not be cumulative in amounts from **Period of Insurance** to **Period of Insurance**.

Extensions applicable to Section 2

Unless stated to the contrary in the **Policy**, the Extensions below automatically apply. Each Extension is subject to the Terms, Conditions, Definitions and Exclusions of the **Policy**, in addition to any additional Terms stipulated in connection with it.

1. Court Attendance Costs

We shall provide up to €250 per day for court attendance costs incurred by an **Employee**, or up to €500 per day for court attendance costs incurred by a patron, trustee or individual member of the board of management/governors if they are legally compelled to attend a civil proceeding as a witness in a claim for which indemnity is provided by this **Policy**.

2. Public Relations Costs

Where the **Insured** retains the services of a public relations consultant or firm for the sole purposes of protecting their reputation, that has been brought into question as a direct result of a **Claim** for which indemnity is provided by this Section, **We** will pay any reasonable fees, costs and expenses of such public relations consultant or firm provided that

- (a) the **Insured** notifies **Us** within 28 days of first becoming aware of the **Insured's** reputation being brought into question, and provides full written details outlining the circumstances surrounding the event; and
- (b) **We** have given **Our** prior written consent to retain the services of such public relations consultant or firm; and
- (c) **Our** maximum liability in respect of the indemnity provided by this Extension shall not exceed €50,000 in any one **Period of Insurance**.

3. Sexual Abuse

The **Policy** is extended, in the manner described in Section 2 Insuring Agreement and Section 2 Application of Limit of Indemnity, to indemnify the **Insured** for **Loss** relating to a **Claim** arising out of or in connection with **Sexual Abuse**.

Provided that **We** will not be liable for **Loss** in respect of any **Claim** arising out of or in connection with a **Wrongful Act** committed, attempted or allegedly committed prior to either the **Retroactive Date** or 30/11/1990, whichever is the later.

We will not be liable under this Extension

- (a) to indemnify any person who commits, participates in, condones, instigates or knowingly allows **Sexual Abuse**
- (b) to indemnify the **Insured** for **Loss** arising out of any **Sexual Abuse** committed by any person
 - (i) after the **Insured** had actual knowledge that or had reasonable grounds for believing that such person had been involved in any **Sexual Abuse**
 - (ii) after failure by the **Insured** to fully investigate and/or act upon any allegation that such person had been involved in any **Sexual Abuse**
 - (iii) after failure by the **Insured** to comply with any procedural guidelines adopted by the **Insured** and/or advised to **Us**

- (iv) after failure by the **Insured** to comply with their statutory obligations under National Vetting Bureau legislation.

Additional Conditions applicable to Section 2

Senior Counsel

The **Insured** shall give all assistance as the **Insurer** may require but neither the **Insured** nor the **Insurer** shall be required to contest any legal proceedings unless a senior counsel (or by mutual agreement between the **Insured** and the **Insurer** a similar authority) shall advise that such proceedings could be contested with the probability of success.

Additional Exclusions applicable to Section 2

We will not be liable

1. Aircraft and Mechanically Propelled Vehicles

for **Loss** in respect of any **Claim** arising out of or in connection with advice, design, specification, report or research in relation to any mechanically propelled vehicle, aircraft, aerial or aerospace device or satellite or part thereof.

2. Asbestos

for **Loss** in respect of any **Claim** arising out of or in connection with or relating directly or indirectly to or resulting from the presence or release or possible presence or release of asbestos or asbestos containing materials in whatever form or quantity.

However, this Exclusion shall not apply to **Bodily Injury** or **Property Damage** caused by anything containing asbestos where the presence of asbestos is not itself a direct or indirect cause of such **Bodily Injury** or **Property Damage**.

3. Contractual Liability

for **Loss** in respect of any **Claim** arising out of or in connection with liability assumed by the **Insured** by agreement unless such liability would have attached to the **Insured** notwithstanding such agreement.

4. Employer's Obligations

for **Loss** in respect of any **Claim** arising out of or in connection with any breach of obligation owed by the **Insured** as an employer to any **Employee** or prospective **Employee**.

5. Failure to arrange or maintain insurance

for **Loss** in respect of any **Claim** arising out of or in connection with the **Insured's** failure to obtain or maintain adequate insurance or finance.

6. Fines, Penalties or Punitive Damages

for any fines, penalties, punitive or exemplary aggravated damages or awards where such damages have been identified separately within an award of any court tribunal, hearing, proceeding, or the multiple portion of any multiplied damage award and any **Loss** relating to a **Claim** arising out of or in connection with any contract for penalties or liquidated damages levied against the **Insured** or any **Claim** deemed uninsurable by law.

7. Fraudulent or Dishonest Acts

to indemnify

- (a) any person committing, participating in, condoning, instigating or knowingly allowing any intentional dishonest, fraudulent, criminal or malicious act or omission
- (b) the **Insured** for their legal liability arising out of any intentional dishonest, fraudulent, criminal or malicious act or omission after
 - (i) the **Insured** had actual knowledge or had reasonable grounds for believing that such person had been involved in any such act or omission
 - (ii) failure by the **Insured** to fully investigate and/or act upon any allegation that such person had been involved in any such act or omission.

8. Goods or Property

for **Loss** in respect of any **Claim** arising out of or in connection with the ownership, possession, occupation, use or leasing by or on behalf of the **Insured** of any mobile or immobile goods or property.

9. Insured's Contribution

for the first €350 of each and every claim.

10. Intellectual Property

for **Loss** in respect of any **Claim** arising out of or in connection with breach of confidentiality agreements relating to intellectual property.

11. Judicial Review

for any **Claim**, costs or expenses arising out of or in connection with any judicial review.

12. Jurisdiction

for **Loss** arising from

- (a) any **Claim** made or brought in the United States of America or Canada or territories under their jurisdiction
- (b) from any order made anywhere in the world to enforce any judgement or order or settlement made within the United states of America or Canada or territories under their jurisdiction.

13. Medical Malpractice

for **Loss** in respect of any **Claim** arising out of or in connection with the provision of or failure to render any medical services (other than first-aid services) including, but not limited to, medical, surgical or dental advice, treatment, diagnosis or prescription.

14. Pension and Benefit Schemes

for **Loss** in respect of any **Claim** arising out of or in connection with any pension or superannuation fund or benefit scheme.

15. Pollution and Contamination

for **Loss** in respect of any **Claim** of whatsoever nature directly or indirectly arising out of or in connection with pollution or contamination unless the pollution or contamination is caused by a sudden, identifiable,

unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

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

16. Prior Claims or Circumstances

for **Loss** in respect of

- (a) any **Circumstance**
 - (i) notified under any policy which was in force prior to the inception of this **Policy**
 - (ii) known to the **Insured** or which should have been known to the **Insured** at the inception of this **Policy** which might reasonably be expected to produce a **Claim**
- (b) any **Claim** made against the **Insured** prior to the inception of this **Policy**.

17. Related Entities

for **Loss** in respect of any **Claim** by a parent or subsidiary company of the **Insured** or by any person or entity having a financial, executive or controlling interest in the **Insured**, or by any entity where the **Insured** has accepted any financial interest in place of fees otherwise incurred, unless such **Claim** is brought directly against the **Insured** by an independent third party.

18. Retroactive Date

for **Loss** in respect of any **Claim** arising out of or in connection with a **Wrongful Act** committed, attempted or allegedly committed prior to the **Retroactive Date**.

19. Sexual Abuse

for **Loss** in respect of any **Claim** (other than as provided for in Extension 3. Sexual Abuse) arising out of or in connection with **Sexual Abuse** or any actual or alleged failure by the **Insured** to have sufficient or effective controls or supervision in place to prevent **Sexual Abuse**.

20. Subsidiary Companies

for **Loss** in respect of any **Claim** arising out of or in connection with or relating directly or indirectly to or in consequence of or in any way involving business or operations conducted by or on behalf of any subsidiary company unless named in the **Policy Schedule**.

21. Suspension or Expulsion

for **Loss** in respect of any **Claim** alleging wrongful suspension or alleging wrongful expulsion of any student or alleging wrongful refusal to enrol any student unless the alleged wrongful suspension, alleged wrongful expulsion or alleged wrongful failure to enrol occurs after the **Insured** has sought and followed established procedures and the advice of a solicitor experienced in the law and regulations relating to such actions.

22. Transportation or Property

for **Loss** in respect of any **Claim** arising out of or in connection with the ownership, possession, occupation, use or leasing by or on behalf of the **Insured** of any mobile or immobile goods or property.

Section 3 Employment Practices Liability

Section 3 Insuring Agreement

- 3.1 This Section is written on a Claims Made and Reported basis. This means that **We** will only provide indemnity in respect of **Claims** first made against the **Insured** during the **Period of Insurance** and reported to **Us** during either the **Period of Insurance** or the **Extended Reporting Period**.
- 3.2 **We** will indemnify the **Insured**, up to the **Limit of Indemnity**, for **Loss** arising from any **Claim** made against the **Insured** by reason of a **Wrongful Employment Act** by the **Insured** arising solely out of the conduct of the **Business** provided such **Wrongful Employment Act** is committed within the **Territorial Limits** and either on or after the **Retroactive Date**.

Limit of Indemnity - €2,500,000

Section 3 Application of Limit of Indemnity

- (a) Where **We** are liable to indemnify more than one party or entity, **Our** maximum liability shall not exceed the **Limit of Indemnity**.
- (b) All **Claims** attributable to the same **Wrongful Employment Act** will be regarded as one **Claim** and will be deemed to attach to the **Period of Insurance** current when the earliest of such **Claims** was first made against the **Insured** and reported to **Us**. The **Limit of Indemnity** which applies to the policy of insurance in effect at that time shall prevail.
- (c) A series of **Wrongful Employment Acts** that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes will constitute the same **Wrongful Employment Act**.
- (d) The **Limit of Indemnity** available during the **Extended Reporting Period**, if exercised, shall be part of and not in addition to the **Limit of Indemnity**.
- (e) The indemnity provided by any Extension or **Endorsement** shall not operate, other than where provided, so as to increase the **Limit of Indemnity**.
- (f) Regardless of the number of years this **Policy**, or any succeeding policy of a like nature, shall continue in force with **Us**, and the number of premiums which shall be paid or payable, the **Limit of Indemnity** shall not be cumulative in amounts from **Period of Insurance** to **Period of Insurance**.

Additional Exclusions applicable to Section 3

We will not be liable

1. Asbestos

for **Loss** in respect of any **Claim** arising out of or in connection with or relating directly or indirectly to or resulting from the presence or release or possible presence or release of asbestos or asbestos containing materials in whatever form or quantity.

2. Bodily Injury

for **Loss** in respect of any **Claim** for **Bodily Injury**

3. Contract Changes

for **Loss** in respect of any **Claim** arising out of or in connection with the setting aside, variation, deletion or amendment of any employment contract or contractual provisions on the grounds that it is unfair, unconscionable or otherwise contrary to public interest, unless such change occurs after the **Insured** has followed current established procedures and the advice of a solicitor experienced in employment law.

4. Contractual Liability

for **Loss** in respect of any **Claim** arising out of or in connection with liability assumed by the **Insured** under any contract or agreement (other than a contract of employment with the **Insured**) unless such liability would have attached to the **Insured** notwithstanding such agreement.

5. Contractual Payments

for **Loss** in respect of any **Claim** arising out of or in connection with the **Insured's** failure to pay any amount that the **Insured** is contractually committed to pay to current, former or prospective **Employee**, including but not limited to, payments for contractual or statutory notice periods or breach of any minimum wage requirements.

6. Deliberate or Intentional Acts

- (a) to indemnify any person committing, participating in, condoning, instigating or knowingly allowing any intentional, dishonest, fraudulent, criminal, or malicious act or omission
- (b) to indemnify the **Insured** in respect of the **Insured's** liability arising out of or in connection with any intentional, dishonest, fraudulent, criminal, or malicious act or omission committed by any person after
 - (i) the **Insured** has actual knowledge that or had reasonable grounds to suspect that such person has been involved in any intentional, dishonest, fraudulent, criminal, or malicious act or omission
 - (ii) failure by the **Insured** to fully investigate and/or act upon any allegation that such person has been involved in any intentional, dishonest, fraudulent, criminal, or malicious act or omission
- (c) for **Loss** in respect of any **Claim** relating to any deliberate or intentional breach of the terms of any contract of employment.

7. Fines, Penalties or Punitive Damages

for any fines, penalties, punitive or exemplary aggravated damages or awards where such damages have been identified separately within an award of any court tribunal, hearing, proceeding, or the multiple portion of any multiplied damage award and any **Loss** relating to a **Claim** arising out of or in connection with any contract for penalties or liquidated damages levied against the **Insured** or any **Claim** deemed uninsurable by law.

8. Insured's Contribution

for the first €350 of each and every claim under this Section.

9. Industrial Relations

for **Loss** in respect of any **Claim** arising out of or in connection with strikes, obligations to consult representatives and **Employees** in relation to collective redundancies, lockouts, trade unions disputes, labour disputes, negotiations or similar.

10. Jurisdiction

for **Loss** arising from

- (a) any **Claim** made or brought in the United States of America or Canada or territories under their jurisdiction
- (b) from any order made anywhere in the world to enforce any judgement or order or settlement made within the United states of America or Canada or territories under their jurisdiction.

11. Modification

for **Loss** in respect of any **Claim** arising out of or in connection with modifications to any premises in order to make them more accessible or accommodating to persons with disabilities, or for the provision of any special facilities, arrangements, variations or alterations to the workplace, working hours, work systems or procedures, for the benefit of disabled persons, persons in special circumstances or persons requiring any form of special accommodation due to family or carer responsibilities, cultural, religious, social or political considerations.

12. Prior Claims or Circumstances

for **Loss** in respect of

- (a) any **Circumstance**
 - (i) notified under any policy which was in force prior to the inception of this **Policy**
 - (ii) known to the **Insured** or which should have been known to the **Insured** at the inception of this **Policy** which might reasonably be expected to produce a **Claim**
- (b) any **Claim** made against the **Insured** prior to the inception of this **Policy**.

13. Property Damage

for **Loss** in respect of any **Claim** for **Property Damage**.

14. Retroactive Date

for **Loss** in respect of any **Claim** arising out of or in connection with a **Wrongful Employment Act** committed, attempted or allegedly committed prior to the **Retroactive Date**.

15. Wrongful Dismissal or Suspension

for **Loss** in respect of any **Claim** alleging unfair or wrongful dismissal or suspension of any **Employee** unless such dismissal or suspension occurs after the **Insured** has followed current established procedures and the advice of a solicitor experienced in employment law.

Section 4 Legal Expenses

Insuring Agreement 4.1 Employment Disputes

We will indemnify the **Insured** for **Legal Expenses** arising from the **Insured's** pursuit of legal proceedings arising from any dispute relating to a contractual relationship between the **Insured** and any **Employee**, former **Employee** or prospective employee in connection with the **Business**.

Insuring Agreement 4.2 Pursuit of Damages

We will indemnify the **Insured** for **Legal Expenses** arising from the **Insured's** pursuit of legal proceedings for damages arising from legal liability arising out of or in connection with the **Business**.

Insuring Agreement 4.3 Contract Disputes

We will indemnify the **Insured** for **Legal Expenses** arising from the **Insured's** pursuit or defence of legal proceedings relating to contractual relationships between the **Insured** and any supplier in respect of a contract for the purchase, hire, sale or supply of goods or services in connection with the **Business**.

Insuring Agreement 4.4 Damage to Business Property

We will indemnify the **Insured** for **Legal Expenses** arising from the **Insured's** pursuit or defence of legal proceedings relating to damage to **Business Property**.

Insuring Agreement 4.5 Property Rights

We will indemnify the **Insured** for **Legal Expenses** arising from

- (a) the **Insured's** pursuit of legal proceedings in respect of the infringement of the **Insured's** legal rights relating to the ownership and occupation of **Business Property**, provided such infringement does not arise from a contract made between the **Insured** and a third party
- (b) the **Insured's** defence of legal proceedings in respect of the infringement of the legal rights of a third party relating to the ownership and occupation of **Business Property**.

Insuring Agreement 4.6 Breach of Statute

We will indemnify the **Insured** for **Legal Expenses** incurred in the defence of the **Insured** in any prosecution for breach of statute, statutory instrument, order or regulation in connection with the **Business**.

Provided that **Our** total maximum liability in respect of the indemnity provided by Insuring Agreements 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6 is €1,000,000 in any **Period of Insurance**.

Insuring Agreement 4.7 Investigation Reports

We will indemnify the **Insured** for **Legal Expenses** arising out of or in connection with the investigation and preparation of any report in connection with any matter which may give rise to a claim under this **Policy**.

Provided that **Our** maximum liability in respect of the indemnity provided by Insuring Agreement 4.7 is €250,000 in any one **Period of Insurance**.

Additional Conditions applicable to Section 4

1. Insured's Duties

- (a) The **Insured** must co-operate fully with **Us** and with the **Legal Representative** in all respects and must keep **Us** continually informed of all material developments in the legal representations or proceedings.
- (b) The **Insured** must give the **Legal Representative** any instructions required of **Us**.
- (c) If, in any proceedings, the **Insured** is unsuccessful in any claim, defence or appeal, no further appeal or other proceedings may be commenced without **Our** prior written consent.

2. Legal Representation

- (a) If **We** accept a claim under this Section, the **Insured** shall provide **Us** with the name and address of their proposed **Legal Representative**. The **Legal Representative** must not be appointed until **We** are satisfied that the proposed **Legal Representative** has the appropriate qualification to provide legal advice and assistance.
- (b) **We** shall have direct access to the **Legal Representative** at all times.

3. Reasonable Legal Expenses

The **Insured** must satisfy **Us** that it is reasonable to incur **Legal Expenses** considering the amount of the remedy claimed compared to cost of the **Legal Expenses** to be incurred.

4. Reasonable Prospects

The **Legal Representative** must advise that **Reasonable Prospects** exist. **We** may cease to provide indemnity at any time if **We** feel that **Reasonable Prospects** no longer exist, in which case, **We** will inform the **Insured** of **Our** reasons for doing so.

5. Settlement Offers

- (a) The **Insured** must notify **Us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **Our** consent.
- (b) The **Insured** must not refuse any reasonable offer to settle a claim without **Our** prior approval.
- (c) **We** may decide to pay the **Insured** the reasonable value of the claim that the **Insured** is claiming or that is being claimed against the **Insured** instead of starting or continuing legal action. In which case, the **Insured** must allow **Us** to take over and pursue or settle a claim in their name. The **Insured** must allow **Us**, where legally permitted, to pursue at **Our** own expense and for their benefit, any claim for compensation against any other person and the **Insured** must give **Us** all the information and help **We** need to do so.

6. Withdrawal of Cover

- (a) If the **Insured** withdraws from a claim without **Our** prior agreement or does not give suitable instructions to the **Legal Representative**, **We** can withdraw cover and **We** will be entitled to reclaim any **Legal Expenses** that **We** have paid.
- (b) If the **Legal Representative** refuses to continue acting for the **Insured** or if the **Insured** dismisses the **Legal Representative**, the cover provided under this Section will cease immediately, unless **We** agree to the appointment of an alternative **Legal Representative** to continue the claim.

Additional Exclusions applicable to Section 4

We will not be liable for

1. Amounts Owed

any claim for **Legal Expenses** arising out of or in connection with any amounts owed to the **Insured** not made within six months of such amounts becoming due and payable.

2. Asbestos

any claim directly or indirectly caused by or arising from in consequence of or in any way involving asbestos.

3. Bodily Injury

Legal Expenses arising out of or in connection with **Bodily Injury** to any person.

4. Consent

Legal Expenses incurred

- (a) without **Our** prior written consent or in excess of **Our** consent
- (b) prior to **Our** acceptance of a claim as valid.

5. Deliberate or Intentional Acts

Legal Expenses arising out of or in connection with

- (a) any prosecution deliberately sought by the **Insured**
- (b) any deliberate breach by the **Insured** of an express term of any contract
- (c) any deliberate or intentionally dishonest, fraudulent, criminal or malicious act or omission committed by any person after the **Insured** discovers or has reasonable grounds for suspicion of such act or omission.

6. Disputes

Legal Expenses or other costs

- (a) arising out of or in connection with a dispute between the **Insured** and **Us** or
- (b) arising out of or in connection with a dispute between the **Insured** and the **Legal Representative**.
- (c) which the **Insured** should or would have had to incur irrespective of any dispute.

7. Fines or Penalties

any fines, penalties, damages, compensation or awards.

8. Insured's Actions

Legal Expenses incurred

- (a) in the defence or pursuit of any case in a manner contrary to that advised by the **Legal Representative**.
- (b) if the **Insured** fails to properly instruct the **Legal Representative** in a timely manner or if the **Insured** is responsible for a delay which, **We** believe, is prejudicial to the case.

9. Insured's Contribution

the first €350 of each and every claim under this Section.

10. Jurisdiction

Legal Expenses arising out of or in connection with any judgement, award or settlement made within countries, states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement, award or settlement in whole or in part.

11. Pollution and Contamination

Legal Expenses arising directly or indirectly out of or in connection with pollution or contamination unless such pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific place and time during the **Period of Insurance**.

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

12. Prior Incidents

Legal Expenses arising out of or in connection with any actual or alleged incident, cause, event or circumstance occurring prior to or existing at the inception of cover under this Section and which the **Insured** knew, or ought reasonably to have known may give rise to a claim under this Section. Where there is a series of incidents, causes, events or circumstances, the first incident, cause, event or circumstance will be decisive.

13. Third Parties

Legal Expenses incurred for which a third party would be liable.

Policy Conditions

The following Conditions apply to the whole **Policy** unless stated to the contrary.

1. Alterations in Risk

The **Insured** must tell the **Insurer** immediately if there is an alteration to the risk that would result in the risk no longer reflecting that which was represented to, assessed, and accepted by the **Insurer** when this contract of insurance was effected.

2. Cancellation

The **Insurer** may, at its absolute discretion, cancel this **Policy** by sending twenty-one days written notice by registered post to the **Insured** at the **Insured's** last known address. In such event the **Insured** will be entitled to a refund of a proportionate part of the paid premium for the unexpired **Period of Insurance**.

The **Insured** may cancel this **Policy** by advising the **Insurer** in writing.

If the **Insured** cancels the **Policy** within the first fourteen days of the contract, the **Insurer** will refund any paid premium for the unexpired **Period of Insurance**, provided there has been no claim notified and the **Insured** is not aware of any circumstance which will likely lead to a claim during the current **Period of Insurance**.

If the **Insured** cancels the **Policy** at any other time, the **Insurer** will refund any paid premium for the unexpired **Period of Insurance**, subject to

- (a) no claims having arisen and the **Insured** not being aware of any circumstances which will likely give rise to a claim during the current **Period of Insurance**
- (b) any **Minimum Premium** requirement.

3. Claims Procedure

Notification

The **Insured** shall give notice as soon as is reasonably possible to the **Insurer** of

- (a) any **Claim** made against the **Insured**
- (b) the receipt of notice from any person of an intention to hold the **Insured** responsible for damages following any act of neglect, error or omission
- (c) any **Circumstance** which may give rise to a **Claim**.

Control of Claims

Every letter, **Claim**, writ, summons and process shall be forwarded to the **Insurer** on receipt. 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 **Insurer** which shall be entitled to take over and conduct in the name of the **Insured** for its own benefit any **Claim** and shall have full discretion in the conduct of any proceedings and in the settlement of any **Claim**. The **Insured** shall give such assistance as the **Insurer** may require.

4. Dispute Resolution

All matters of difference between the **Insured** and the **Insurer** arising out of or in connection with this insurance, including any dispute regarding the existence of this **Policy** or any disclaimer of liability or indemnity, will be referred, in the first instance, to Mediation. However, it is noted and agreed that Mediation is a voluntary process which may be declined by either the **Insured** or the **Insurer**.

- 1) If Mediation is agreed upon:
 - (a) The difference, dispute or disclaimer of liability or indemnity must be referred to Mediation within 12 months of it so arising. Otherwise, any claim made of the **Insurer** by the **Insured** shall be deemed to be abandoned absolutely and irrevocably by the **Insured** and shall not be recoverable thereafter.
 - (b) If the choice of a Mediator willing and available to accept appointment cannot be agreed between both parties within 30 days of the referral to Mediation, then both parties will accept a Mediator nominated by the Irish Commercial Mediation Association.
 - (c) If the matter in dispute is not resolved through Mediation the dispute or difference arising shall be referred to Arbitration within 30 days of the holding of the Mediation.

- 2) If Mediation is not agreed upon:
 - (a) All matters of difference between the **Insured** and the **Insurer** arising out of or in connection with this insurance, including any dispute regarding the existence of this **Policy** or any disclaimer of liability or indemnity, will be referred to Arbitration.
 - (b) The difference, dispute or disclaimer of liability or indemnity must be referred to Arbitration within 12 months of it so arising. Otherwise, any claim made of the **Insurer** by the **Insured** shall be deemed to be abandoned absolutely and irrevocably by the **Insured** and shall not be recoverable thereafter.

In either case:

- (i) If the choice of an Arbitrator willing and available to accept appointment cannot be agreed between both parties within 30 days, the President for the time being of the Incorporated Law Society of Ireland will be asked to make such an appointment.
- (ii) The decision of the Arbitrator shall be final and binding on the **Insured** and **Insurer**.

5. Discharge of Liability

The **Insurer** may at any time pay to the **Insured**, or to any other party insured under this **Policy**, the **Limit of Indemnity** (less any damages, claimant's costs and expenses or defence costs already incurred by **Us**) or any lesser amount for which any **Claim** or **Claims** can be settled and upon such payment the **Insurer** shall be under no further liability in connection with such **Claim** or **Claims**.

6. Excess

If requested by the **Insurer**, any **Excess** or **Insured's Contribution** amount (or any lesser expenditure that the **Insurer** may require) must be lodged by the **Insured** to the **Insurer**.

7. Fraudulent Claims

If the **Insured**, or any other person entitled to indemnity under the **Policy**, makes any claim under this **Policy** which omits information of a material nature and/or contains information that is false or misleading in any material respect and that insured party either

- (a) knows that such information of a material nature has been omitted; and/or
- (b) knows that such information is false or misleading ; and/or
- (c) consciously disregarded whether such information is false or misleading

then the **Insurer** shall be entitled to refuse to pay that claim. The **Insurer** shall also be entitled to terminate this **Policy** with effect from the date of the submission of the fraudulent claim.

8. Governing Law

Any interpretation of this **Policy** or issue relating to its construction, validity or operation is governed by the laws of the Republic of Ireland. The parties agree to submit to the exclusive jurisdiction of the Courts of the Republic of Ireland.

9. Non-Disclosure or Misrepresentation

Any questions the **Insurer** asks the **Insured** are important and the **Insured's** answers will inform the **Insurer's** assessment and acceptance of the **Insured's** risk, and the calculation of the premium to be charged. The **Insured** has a duty to answer all questions honestly and with reasonable care.

At renewal, the **Insurer** may provide the **Insured** with details of information that the **Insured** previously disclosed and ask the **Insured** to update that information. Where the **Insured** does not provide any new information to the **Insurer** and the **Insured** pays the renewal premium, it is presumed that the information previously provided has not changed.

In the event of a fraudulent misrepresentation made by or on behalf of the **Insured**, the **Insurer** will be entitled to avoid this insurance contract resulting in the cancellation of the policy and non-payment of claims.

Any other misrepresentation made by or on behalf of the **Insured**, other than one made innocently, will entitle the **Insurer** to take proportionate action to reflect what the **Insurer** would have done had the **Insurer** been aware of the full facts.

Proportionate action could include changes to the policy terms and conditions or a reduction in the amount the **Insurer** pays in respect of a claim to reflect the higher premium that would otherwise have been charged.

In certain circumstances, the **Insurer** may be entitled to avoid this insurance contract resulting in the cancellation of the policy and non-payment of claims.

If the **Insured's Policy** is avoided or cancelled by the **Insurer** this may result in the **Insured** having difficulty in trying to purchase insurance elsewhere.

10. Inspection and Audit

The **Insurer**, or such representative as the **Insurer** may designate, will be permitted but not obligated to inspect the **Insured's** property and operations at any time given reasonable notice. Neither the **Insurer's** right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property or operations are safe.

11. Observance of Terms

All parties insured by this **Policy** shall observe and fulfil the Terms Conditions and **Endorsements** of the **Policy** insofar as they relate to anything to be done or complied with by them.

12. Other Insurance

- (a) This **Policy** does not cover liability which forms the subject of insurance by any other policy not issued by **Us** except in respect of any excess beyond the limit of indemnity which would have been payable under such other policy, had this **Policy** not been effected
- (b) Where liability forms the subject of insurance by more than one Section of this **Policy**, or by any other policy provided to **You** by **Us**, **We** shall have the right to determine which Section of this **Policy** or which other policy provided to **You** by **Us** will solely respond.

13. Policy Interpretation

In this insurance

- (a) the singular includes the plural and vice versa
- (b) the male gender includes the female and neutral genders
- (c) references made to any act or law include any rules or regulations promulgated thereunder and any re-enactment, replacement, amendment or modification thereof, in whole or in part and whether before or after the date of this insurance
- (d) the titles of paragraphs, sections, provisions or **Endorsements** of or to this **Policy** are intended for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate, and they are not part of the **Policy**.

14. Reasonable Care

The **Insured** shall use due diligence and care and take all reasonable and practical steps to avoid or diminish any liability which may give rise to or has given rise to a **Claim** by ensuring that all **Employees** operate only within their own level of authority and are suitably qualified and competent for the job which they are undertaking by and on behalf of the **Insured**.

15. Renewal Procedure

Prior to expiry of the **Period of Insurance** each year, the **Insurer** may request the **Insured** to complete a renewal declaration form.

The renewal premium (and, if applicable, any adjustment of premium for the past year) will be calculated on the information provided by the **Insured**.

Renewal will not be invited unless a satisfactory declaration is received by the **Insurer** when requested, prior to the expiry of the **Period of Insurance**. Failure to submit a renewal declaration form, if requested, prior to the expiry of the **Period of Insurance** will cause this **Policy** to be lapsed from the expiry date.

16. Reporting of Circumstances – Applicable to Sections 1, 2 and 3 only

If during the **Period of Insurance**, the **Insured** becomes aware of any **Circumstance** which may give rise to a claim for indemnity under this **Policy** and, during the **Period of Insurance** the **Insured** gives notice as soon as reasonably practicable to the **Insurer** in connection with said **Circumstance** and containing the following details;

- (a) the reasons for anticipating that **Claim**,

- (b) the full particulars as to dates, acts and persons involved
- (c) the circumstances in which **Insured** first became aware of such **Circumstance** based on the specific act, error or omission

then, any **Claim** subsequently made against the **Insured** arising out of or in connection with such **Circumstance**, shall be deemed to have been first made and reported to the **Insurer** by the **Insured** during the **Period of Insurance** provided such notice containing the details outlined above is received and accepted by the **Insurer** as a **Circumstance**.

17. Subrogation

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

The **Insurer** shall be entitled, at its absolute discretion, and where legally permitted, to take over and conduct in the name of the **Insured**, the defence or settlement of any **Claim** and to prosecute at its own expense and for its own benefit, any claim for indemnity or damages against any other person or persons.

Policy Exclusions

We will not be liable for

1. Cyber Liability

Loss relating to any **Claim** arising directly or indirectly from **Hacking** or the transmitting or receiving of any **Virus or Similar Mechanism**, program or code that causes corruption, erasure, theft, alteration, loss or lack of access to or interference with any electronic data or prevents or impairs any computer **System** from performing or functioning properly.

2. Radioactive Contamination

any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

3. Terrorism

loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with

- (a) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**

If **We** allege that by reason of this Exclusion that any **Claim** is not covered by this **Policy**, the burden of proving the contrary shall be upon the **Insured**.

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

4. War

loss, damage, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from, in connection with or as a result of any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

Data Protection Policy

IPB Insurance is committed to protecting your personal information. IPB is a data controller and is required to comply with the Data Protection Acts 1988 – 2018 and the General Data Protection Regulation. The information that you provide ('data') will be used for the administration of your policy and/or any claims made on the policy. Data is at all times treated as confidential and the appropriate measures are taken to ensure it is secure. A copy of our Data Protection Notice can be found on our website www.ipb.ie. The notice explains why we collect and use your data, who we share your data with, your data protection rights, how long we retain your data for, where your data is located and what to do if you have any data protection complaints. If you would like to receive a written copy of the Data Protection Notice you can email dpo@ipb.ie or write to Data Protection Officer, IPB Insurance, 1 Grand Canal Square, Grand Canal Harbour, Dublin D02 P820.

Complaints Procedure

It is important to us that you receive the highest level of service at all times and we hope you never have to complain. However, if for any reason you need to contact us on a service matter, we do wish to hear from you. It is our policy to deal with all complaints fairly and efficiently, therefore, if you have a complaint, please contact the

Complaints Officer,
IPB Insurance,
1 Grand Canal Square,
Grand Canal Harbour,
Dublin D02 P820.
Tel: +353 1 639 5500; or
email complaints@ipb.ie.

We will acknowledge all written complaints in writing within 5 business days of receipt and will advise you who is dealing with the complaint until it is resolved or cannot be processed any further. Details of all verbal complaints are recorded in writing. Upon receipt of a verbal complaint, we will offer you an opportunity to have your complaint treated as a written complaint. Our aim is to resolve any complaint as quickly as possible. You will receive a regular written update on the progress of the investigation at intervals of not greater than 20 business days. If your complaint is not resolved within 40 business days, we will inform you of the anticipated time frame in which we hope to resolve the complaint and advise you of your right to refer the matter to the

Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin D02VH29.
Telephone: 01-567700
www.fspo.ie.