



BLUE SQUARE
UNDERWRITING

**Combined Liability
Insurance Policy (Ireland)**

COMBINED LIABILITY INSURANCE

This is to certify that in accordance with the authorisation granted under Contracts (as described in the **Schedule**) to the **Coverholder** by the **Insurer(s)** listed herein, and in consideration of the premium specified having been paid, the **Insurer** agrees to provide insurance to the extent and in the manner specified herein or endorsed hereon.

Provided always that:

- (1) the liability of the **Insurer** shall not exceed the Limits of Liability expressed in the Policy **Schedule** or contained herein or such other Limits of Liability as may be substituted by **Endorsement** and agreed by or on their behalf.
- (2) this Policy provides cover only in respect such **Sections** of the Policy **Schedule** as are specified as being covered or have a Limit of Liability shown against them.
- (3) this Policy is subject to all the provisions, conditions, warranties and exclusions contained within the body of the wording or endorsed or added thereto, all of which are to be considered as incorporated and shall be read together as one document.

This Policy has been issued and signed for and on behalf of the **Insurer** by



Neil Revill
Director
Blue Square Underwriting
Authorised signatory

Contents

	<u>Page number</u>
IMPORTANT INFORMATION STATEMENTS	3
Identity of Insurer(s)	3
The Coverholder	3
Several Liability	3
What to do if You have a complaint	4
Your Policy and the information disclosed by You	5
Observance of Policy Terms and Suspension of Cover	6
Your right to cancel	6
The law that governs the interpretation of this Policy	6
Claims Notification	6
Data Protection Notice	6
Privacy Statement (Legal Expenses)	7
POLICY DEFINITIONS	8
GENERAL EXCLUSIONS	11
GENERAL CONDITIONS	14
SECTION 1 - EMPLOYERS' LIABILITY	19
SECTION 2 - PUBLIC LIABILITY	21
SECTION 3 - PRODUCTS LIABILITY	25
EXTENSIONS TO SECTIONS 1, 2 and 3	28
SECTION 4 – LEGAL EXPENSES	32

IMPORTANT INFORMATION STATEMENTS

This Policy is an important document that **You** should read and store carefully. It sets out what is and is not covered under the Policy **You** have purchased and explains key contractual obligations that apply to **You** and to **Us**.

This Policy has been issued by the Coverholder as an agent of the **Insurer**.

This document, the **Schedule** and any **Endorsements** supplied to **You** form **Your** Policy. Please read the **Schedule** carefully and if it is incorrect return it immediately to **Your** insurance broker for alteration.

It is essential that:

- **You** check that each of the insured **Sections** and the **Schedule** are correct.
- **You** comply with **Your** duties under each **Section** and under the insurance as a whole.
- This Policy should be kept in a safe place as **You** may need to refer to it if **You** have to make a claim. It is recommended that **You** retain details of **Your** Employers' Liability Policy/certificates for at least 40 years.

You have a duty at inception and renewal of this Policy and a continuing duty throughout the **Period of Insurance** to disclose and to make a fair presentation of all facts that are material to **Us** including those relating to any claim. If **You** have any doubt as to whether or not a fact is material **You** should disclose it to **Us**.

You must pay to **Us** all premiums due to **Us** together with all taxes due on the premiums.

In all communications the Policy number specified in the **Schedule** should be quoted.

We also explain the steps that need to be taken at renewal or should **You** or **We** cancel the insurance and **Your** obligation to notify **Us** of changes during the lifetime of the Policy.

Identity of Insurer(s)

In respect of **Sections** 1 to 3 inclusive - **Accelerant Insurance Europe SA**, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels, Belgium.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels, Belgium.

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193).

In respect of **Section 4** - **ARAG Insurance Company Limited** – a Branch of ARAG Allgemeine Versicherungs-AG and administered by ARAG Legal Protection Limited.

ARAG Legal Protection Limited is registered in Republic of Ireland under 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland. ARAG Legal Protection Limited is a coverholder of the **Insurer** ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

The Coverholder

The **Coverholder** shall mean Blue Square Underwriting (referred to herein as the **Coverholder**).

Your policy is administered by Blue Square Underwriting and underwritten by **Accelerant Insurance Europe SA**.

Blue Square Underwriting is a trading style of Blue Square Risk Management (Ireland) Limited (Company number 626399) with registered office at 129 North Strand Road, Dublin 3. Blue Square Underwriting is authorised and regulated by the Central Bank of Ireland (the "CBI") for the conduct of Non Investment General Insurance business, reference number C185072.

Several Liability

This notice contains important information. **You** should read it carefully.

The liability of an insurer under this Policy is several and not joint with other insurers party to this Policy. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten

by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this Policy.

The proportion of liability under this Policy underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this Policy. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this notice to "this Policy" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

What to do if You have a complaint

Sections 1 to 3 inclusive:

We aim to provide the highest quality of service to **Our** customers at all times but **We** recognise that complaints may arise as part of the normal course of business. Understanding and acting on the cause of complaints can provide **Us** with an opportunity to improve the service **We** provide.

If **You** feel that **We** have failed to provide **You** with the best service please let **Us** know immediately. **We** take all customer complaints seriously and **We** are committed to resolving **Your** complaint quickly, openly and fairly.

How to Complain

If **You** are dissatisfied with any aspect of the handling of Your insurance, **We** would ask You in the first instance to contact the insurance agent or intermediary from whom **You** purchased **Your** policy. If **You** remain unhappy and feel the matter has not been resolved to **Your** satisfaction, **You** may refer a complaint to the **Coverholder** in one of the following ways:

- By telephone: 01 9619460
- By email at: complaints@bluesquareunderwriting.ie
- In writing at: Blue Square Underwriting
129 North Strand Road, Dublin 33

How They Will Handle Your Complaint

Step 1: They will try to resolve **Your** complaint immediately:

They will look into **Your** complaint and will aim to resolve **Your** concern immediately.

Step 2: Within 5 working days of receiving your complaint:

If they are unable to resolve the matter immediately, they will send **You** an acknowledgement letter within 5 working days. The letter will provide the contact details of the person who will be supporting **You** throughout **Your** complaint.

Step 3: Within 8 weeks of receiving your complaint:

They will endeavour to provide **You** with a final response explaining the outcome of their investigation and the next steps, or a letter confirming when they anticipate they will have concluded their investigation.

Step 4: Refer **Your** complaint to the Financial Services and Pensions Ombudsman (FSPO):

If **You** remain dissatisfied after **Your** complaint has been considered, or **You** have not received a final decision within 8 weeks, **You** may be eligible to refer **Your** complaint to the Financial Services and Pensions Ombudsman. **You** can contact them in one of the following ways:

- By telephone: +353 1 567 7000
- By email at: info@fspo.ie
- In writing at: Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2, D02 VH29

You can find more information on the Financial Services and Pensions Ombudsman at www.fspo.ie. For **Our** part **We** will treat all complainants equally and fairly.

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

For all **Sections** making a complaint does not affect **Your** right to take legal action.

Section 4:

We will always try to give **You** a quality service. If **You** think **We** have let **You** down, please write to **Our** Head of Operations at ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. Or **You** can phone **Us** during standard office hours on **01 670 7470** or email **Us** at customerrelations@arag.co.uk. Details of **Our** internal complaint handling procedures are available on request.

If **You** are still not satisfied **You** can contact the Financial Services and Pensions Ombudsman (FSPO) at Lincoln House, Lincoln Place, Dublin 2, D02 VH29. **You** can also contact them by emailing their Information Service at info@fspo.ie or calling them on +353 1 567 7000. Website www.fspo.ie

You can also contact the Insurance Information Service at 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8 or by phoning 01 676 1820. Website www.insuranceireland.eu

Using these services does not affect **Your** right to take legal action.

Your Policy and the information disclosed by You

In deciding to accept this Policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** Policy as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation.

If **We** establish that **You** provided **Us** with false, incomplete or misleading information, it can adversely affect **Your** Policy and any claim.

For example:

- (a) where **We** could have accepted the risk and offered **You** a Policy but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under the Policy. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim.

So, as an example: if the premium **We** actually charged was €250 and the higher premium **We** would have charged was €1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** shall only pay 25% of any claim.

- (b) **We** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented.
- (c) if **We** would have written the risk on different terms had it been fairly presented, **We** may amend the Policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made.
- (d) **We** may cancel **Your** Policy in accordance with its cancellation provisions.

We will write to **You** if **We**:

- (i) intend to treat **Your** Policy as if it never existed; or
- (ii) amend the terms of **Your** Policy; or
- (iii) reduce **Your** claim in accordance with the above.

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete or if the information changes, **You** must inform **Us** without delay.

Observance of Policy Terms and Suspension of Cover

Every condition stated as a condition that applies to this Policy (whether to one or more **Sections** or the Policy as a whole) shall apply and continue to be in force during the whole currency of this Policy.

We will have no liability under this Policy in respect of any loss occurring or attributable to something happening during a period of non-compliance with a condition and cover will be suspended for the period from the date of the breach until the breach has been remedied unless **You** can prove that the breach of the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Your right to cancel

In the first year of this Insurance **You** have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation or from the inception date of the Policy (whichever date is the later) and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be considered that **You** will have received the Policy document upon the day following the date it was posted to **You** by first class post or was supplied to **You** electronically or **You** were supplied with the means by which **You** could access the Policy electronically.

If **You** do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the **Schedule**, and no liability whatsoever shall attach to **Us** in respect of the Policy.

If **You** do not exercise **Your** right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the **Schedule**. **You** will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at **Your** written request. **We** reserve the right not to allow a return of premium.

To exercise **Your** right to cancel, contact the broker who arranged this cover for **You**.

The law that governs the interpretation of this Policy

All disputes concerning the interpretation of this Policy are understood and agreed by both **You** and **Us** to be subject to Irish Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the Republic of Ireland and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

Claims Notification

All claims under this insurance are to be notified to **Us** using one of the following methods and quoting the policy number:

Sections 1 to 3 inclusive:

Claims are to be notified to Blue Square Underwriting using one of the following methods:

E-mail: claims@bluesquareunderwriting.ie

Telephone: 01 9619460

Write to: Blue Square Underwriting, 129 North Strand Road, Dublin 3.

Section 4:

If **Your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this Policy, please phone **Us** on **01 670 7470** and **We** will send **You** a claim form. **We** cannot confirm cover for **Your** claim over the phone. Please send **Your** completed claim form or written details of **Your** claim to the Claims Department, ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin, D02 WR20 or e-mail claims@arag.ie

Once **You** have sent **Us** the details of **Your** claim and if **We** have accepted it, **We** will start to resolve **Your** legal problem. Claims are usually handled by an **Appointed Representative** appointed by **Us**. Claims outside the Republic of Ireland may be dealt with by ARAG offices elsewhere in Europe.

Data Protection Notice

Blue Square Underwriting is the trading name of REV Risk Management (Ireland) Limited.

Blue Square Underwriting are the data controller of any personal information **You** provide to us or personal information that has been provided to us by a third party. Blue Square Underwriting collect and process information about **You** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and

detection and financial management. This may involve sharing **Your** information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

Blue Square Underwriting may record telephone calls to help monitor and improve the service provided. For further information on how **Your** information is used and **Your** rights in relation to **Your** information please see our Privacy Policy - <https://www.bluesquareunderwriting.ie/assets/privacy-policy.pdf>. If **You** are providing personal data of another individual to us, **You** must tell them **You** are providing their information to us and show them a copy of this notice.

Privacy Statement (Legal Expenses)

This is a summary of how ARAG collect, use, share and store personal information. To view ARAG's full privacy statement, please see ARAG's website www.arag.ie

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. ARAG will hold and process this information in accordance with all relevant data protection regulations and legislation. Should ARAG ask for personal or sensitive information, ARAG undertake that it shall only be used in accordance with ARAG's privacy statement.

ARAG may also collect information for other parties such as suppliers **We** appoint to process the handling of a claim.

Using personal or sensitive information

The reason ARAG collect personal or sensitive information is to fulfil ARAG's contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, ARAG may need to share personal or sensitive information with other organisations.

ARAG will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to ARAG's full privacy statement for full details.

Keeping personal information

ARAG shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this Policy has a number of rights in relation to how ARAG hold personal data including; the right to a copy of the personal data ARAG hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when ARAG will not be able to delete personal data, please refer to ARAG's full privacy statement.

POLICY DEFINITIONS

These Definitions apply to **Your** entire Policy (including the **Schedule**) wherever these words or phrases appear starting with an upper case letter and printed in bold except where otherwise stated. Words in the masculine gender shall include the feminine.

Each **Section** or Extension may include Definitions unique to that **Section** or Extension.

Asbestos

means asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos.

Bodily Injury

means physical or mental injury including death, illness, disease, mental anguish or shock but not defamation.

Business

means **Your** business as stated in the **Schedule**.

Contractual Liability

means liability attaching to **You** by virtue of a contract but which would not have attached in the absence of such contract.

Conveyance

means any water and/or air and/or road and/or rail conveyances of every description.

Damage

means physical loss or destruction or damage.

Electronic Data

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

Employee(s)

means:

- (a) any person under a contract of service or apprenticeship with **You**
- (b) any labour master or labour only subcontractor or person supplied or employed by them
- (c) any self-employed person
- (d) any person hired to or borrowed by **You**
- (e) any person engaged under a work experience, youth training or similar scheme
- (f) any voluntary helper
- (g) any outworker or homeworker

under **Your** control and supervision while working for **You** in connection with **Your Business**.

This definition shall not include any bona fide sub-contractor.

Endorsement(s)

means the document(s) detailing modifications made to the cover provided under this Policy and/or the **Section(s)** thereof.

Insured/You/Your

means the person or corporate body or organisation detailed in the **Schedule**.

Insurer/Our/Us/We means:

means **Insurers** whose identity is stated in the Important Information Statements contained herein.

Microchip:

means a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers.

Offshore Activity

means any work on or visit to an **Offshore Installation** from the time of embarkation onto a **Conveyance** at the point of final departure to such **Offshore Installation** until the time of disembarkation from a **Conveyance** onto land on return from such **Offshore Installation**

Offshore Installation

means any offshore installation, rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk, landing ramp, bridge, walkway, accommodation or other connected structure which has been is or will be engaged in the processes of prospecting for or extraction, separation, storage, treatment or distribution of oil or gas.

Period of Insurance

means the period stated in the **Schedule** or any subsequent period for which **We** agree to accept payment of premium.

Pollution or Contamination

means pollution or contamination of Buildings or structures or of water or land or the atmosphere

and

all loss, **Damage to Property** or **Bodily Injury** directly or indirectly caused by or arising from such pollution or contamination.

Principal

means any person, employer, firm, company, ministry or authority for whom **You** carry out a contract for the performance of work.

Product Supplied

means any product or thing (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported or delivered by **You** in the course of **Your Business** from premises within the **Territorial Limits**.

Property

means material property.

Proposal

means any completed proposal form and/or information provided by **You** or on **Your** behalf in connection with this Policy including all declarations and/or statements of fact and/or instructions.

Schedule

means the document stating the operative **Section(s)** **You** have chosen, the **Period of Insurance**, details of **Your Business** and the Limit(s) of Liability.

Section(s)

means the parts of this Policy that detail the cover provided by each individual Section of this Policy.

System

means computers, other computing and electronic equipment linked to a computer, hardware, software programs, data processing equipment, **Microchip** 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

means the Republic of Ireland.

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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Virus

means programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a **System**, transmitted between **Systems** by transfer between computer **Systems** via networks, extranets, internet, electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not.

GENERAL EXCLUSIONS

The following Exclusions apply to all **Sections** of this Policy unless stated otherwise.

We shall not provide cover:

1) War and similar risks

in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or
- (c) legal costs and expenses

arising from any of the following regardless of any other cause or event contributing concurrently or in any sequence to the **Damage**, cost expense or liability:

- (i) war, invasion, act(s) of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority.
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above.

This exclusion does not apply to the Employers' Liability **Section**.

2) Radioactive and Other Contamination

in respect of any **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any legal costs and expenses or any consequential or inevitable loss or 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 or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

In respect of the Employers' Liability **Section** this exclusion shall only apply in respect of the liability of any **Principal** or liability assumed under the terms of an agreement which would not have attached in the absence of such agreement.

3) Date Recognition

in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss or
- (b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any:
 - (i) computer **Data** processing equipment or media **Microchip** integrated circuit or similar device or
 - (ii) other equipment or **System** for processing, storing or retrieving **Data** or
 - (iii) computer software

whether **Your Property** or not to:

- (A) recognise correctly any date as its true calendar date.
- (B) capture, save, retain or correctly manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than as its true calendar date.
- (C) capture, save, retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

This exclusion does not apply to the Employers' Liability **Section**. Blue

4) **Loss of Electronic Data**

under this Policy in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising from any damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** arising from any cause whatsoever (including but not limited to **Virus**) or any loss of use, reduction in functionality, cost or expense of whatsoever nature relating thereto or resulting therefrom regardless of any other cause or event contributing concurrently or in any sequence to the damage, destruction, distortion, erasure, corruption, alteration, reduction, cost or expense.

Provided that this Policy exclusion shall not apply to the cover provided under the Public Liability and Products Liability **Sections** for **Your** legal liability in respect of accidental:

- (i) **Bodily Injury** to any person.
- (ii) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution.

This exclusion does not apply to the Employers' Liability **Section**.

5) **Terrorism**

In respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature
- (c) legal costs and expenses

caused by resulting from or in connection with:

- (i) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to this loss.
- (ii) any action taken in controlling preventing suppressing or in any way relating to the act of **Terrorism**.

If **We** allege that by reason of this exclusion any **Damage** cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

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

This exclusion does not apply to the Employers' Liability **Section**.

6) **Sanction Limitation and Exclusion**

and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America.

7) **Bona Fide Sub-Contractors**

for liability directly or indirectly arising from or in connection with duties undertaken by bona fide sub-contractors working on **Your** behalf unless all of the following measures are adhered to:

- (a) **You** have established, maintain and record an administrative procedure for obtaining evidence that bona fide sub-contractors effect Employers', Public and Products Liability insurance and that such insurance:
 - (i) provides an indemnity for all duties undertaken by the bona fide sub-contractor.
 - (ii) contains a provision granting indemnity to any **Principal**.
 - (iii) contains Limits of Liability which are not less than those provided by this insurance.
- (b) **You** have established, maintain and record an administrative procedure for checking that the insurance of the bona fide sub-contractor remains in force for the duration of the contract.

8) Marijuana Exclusion

for loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any insured **Property** being used in whole or in part for the cultivation, harvesting, processing, manufacturing, distribution or sale of marijuana or any product derived from or containing marijuana.

9) Illegal Activity

for loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any insured **Property** being used in whole or in part for any illegal activity.

10) Infectious Disease Exclusion

Notwithstanding any provision to the contrary within this Policy, within any endorsement to this Policy or within any extension to this Policy, this Policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an **Insured** or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- d) any mutation of or variation of a), b) or c) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) any fear or anticipation of a), b), c), d) or e) above,

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not apply to Section 1 of this Policy, Employers' Liability.

Note: Each **Section** of the Policy contains exclusions particular to that **Section** and these must be read in conjunction with the General Exclusions stated above.

GENERAL CONDITIONS

The following Conditions apply to all **Sections** of this Policy unless stated otherwise.

1) Claims (Contribution)

If at the time of any occurrence there is or but for the existence of this insurance there would be any other insurance covering the same liability **We** shall not be liable under this insurance except in respect of any excess beyond the amount which would be payable under such other insurance had this Insurance not been effected.

This condition does not apply to the Legal Expenses **Section**.

2) Alteration of Risk

The cover under this Policy will cease if after the commencement of this insurance:

- (a) **Your** interest ceases except by death.
- (b) **Your Business** be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued.

3) Fraud

If **You** make a fraudulent claim under this Policy **We** shall not be liable to pay **You** any sums in respect of the fraudulent claim. **We** may recover from **You** any sums that **We** have already paid to **You** in respect of the fraudulent claim. **We** may by notice to **You** treat this Policy as terminated with effect from the date of **Your** fraudulent act.

This condition does not apply to the Legal Expenses **Section**.

4) Cancellation

We may cancel this Policy at any time by providing **You** with 14 days notice of cancellation by recorded delivery letter to **Your** last known **Business** address.

If this Policy is cancelled as provided for above and during the current **Period of Insurance** there have been no:

- (a) claims made under this Policy for which **We** have made a payment
- (b) claims made under this Policy which are still under consideration
- (c) occurrences likely to give rise to a claim but yet to be reported to **Us**

You shall be entitled to the return of a proportionate part of the premium in respect of the unexpired **Period of Insurance** or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with the Premium Adjustment Condition.

If a claim has been submitted or there has been any occurrences likely to give rise to a claim during the current **Period of Insurance** no refund of premium for the unexpired **Period of Insurance** will be given.

If this Policy is cancelled **You** must return to **Us** any current certificate of insurance that has been issued to **You** as a statutory requirement to provide evidence of cover.

5) Claims (Subrogation)

You and any claimant under this Policy shall at **Our** request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **Us** for the purpose of enforcing any rights and remedies or of obtaining relief or recourse from other parties to which **We** shall be or would become entitled or subrogated upon **Our** making a payment under this **Policy** whether such acts and things shall be or become necessary or required before or after **We** make such payment.

6) Premium Adjustment

If the premium for any **Section** or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by **You**.

At all times **You** will allow **Us** to inspect such record and shall supply such particulars as **We** may require within one month from the expiry of each **Period of Insurance** and the premium shall thereupon be adjusted by **Us** subject to any Minimum Premium as stated in the **Schedule** being retained by **Us**.

At **Our** request **You** shall supply an auditors certificate in support of such particulars.

If **You** fail to supply such particulars within the period stated by **Us** **We** shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

7) Reasonable Precautions

You shall take all reasonable precautions:

- (a) to prevent any occurrence which may give rise to a claim under this Policy.
- (b) to maintain **Your** premises and machinery and everything used in **Your Business** in proper repair.
- (c) in the selection and supervision of **Employees**.
- (d) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

8) Rights of Third Parties

A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9) Assignment

You shall not assign any of the rights or benefits under this Policy and/or any **Section** of this Policy without **Our** prior written consent.

We will not be bound to accept or be affected by any notice of trust charge, lien or purported assignment or other dealing with or relating to this Policy and/or any **Section** of this Policy.

10) Insurance Act 1936 (Republic of Ireland)

All monies which become or may become payable by the Insurer under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

11) Finance Act 1990 (Republic of Ireland)

Stamp duty has been or will be paid to the Revenue commissioners in accordance with the provisions of Section 113 of the Finance Act 1990. All monies referred to and/or due under this policy are expressed in and/or payable in Euro.

IMPORTANT CONDITIONS

Note: Each **Section** of the Policy contains Conditions particular to that **Section** and these must be read in conjunction with the General Conditions stated above and Important Conditions stated below.

Where there has been a failure to comply with one or more of the following, other than a Condition that defines the risk as a whole, and compliance with such Condition would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, **We** cannot rely on the breach of such term to exclude, limit or discharge our liability if **You** show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

In addition, coverage may be suspended under this Policy from the time of **Your** failure to comply with one or more of the following until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when **Our** liability is suspended.

The following Important Conditions apply:

(1) Bona Fide Sub-Contractors Condition

It is a condition precedent to liability hereunder that all sub-contractors engaged by the **Insured** maintain employers' liability and public liability policies that provide:

- Employers' liability coverage with a limit of indemnity of not less than €10,000,000 any one occurrence.
- Public liability coverage with an indemnity limit of not less than the limits provided by this policy.
- An indemnity to the **Insured** as principal.

It is a further condition precedent to liability hereunder that the **Insured** do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any liability or potential liability on behalf of any bona fide sub-contractor, or the waiver of any rights of recourse against any bona fide sub-contractor.

(2) Burning and Welding Condition

It is a condition precedent to liability hereunder that the following special precautions will be complied with on each occasion of any work involving the use of blow lamps, blow torches, flame guns, hot air guns, electric gas or other welding equipment, or portable grinding equipment:

- 1) All blow lamps, blow torches and flame guns or hot air guns are to be lit in strict accordance with the manufacturer's instructions, not left unattended when lit and extinguished immediately after use;
- 2) The area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat;
- 3) Wherever practicable, all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection;
- 4) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
- 5) All portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use;
- 6) A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off.
- 7) Wherever practicable, gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work;
- 8) Immediately following completion of each period of work and during the period of not less than 30 minutes following

completion of each period of work, a thorough and continuous check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).

* Condition 6) above is deemed not to apply when the Insured works alone as a sole trader.

(3) Damage to Item being Worked Upon Exclusion

Notwithstanding anything contained therein to the contrary this insurance shall not indemnify the **Insured** under the Public Liability or Products Liability **Sections** for any liability directly or indirectly resulting from or in consequence of loss or **Damage**, including shrinkage or discolouration, to articles on which the **Insured** is or has been working where the loss or **Damage** results from such work.

(4) Height Limit Exclusion (10 metres)

Notwithstanding anything contained therein to the contrary this insurance shall not indemnify the **Insured** under the Employers' Liability or Public Liability **Sections** for any liability directly or indirectly resulting from or in consequence of work undertaken by any **Employee** at a height above 10 metres from the surrounding floor or ground level.

(5) Depth Limit (3 metres)

Notwithstanding anything contained therein to the contrary this insurance shall not indemnify the **Insured** under the Employers' Liability or Public Liability **Sections** for any liability directly or indirectly resulting from or in consequence of any work carried out at depths exceeding 3 metres.

(6) Underground Services Condition

It is a condition precedent to liability hereunder in respect of loss of or **Damage** to cables, pipes or other services located underground, that prior to undertaking any digging, boring or excavation, the **Insured** has:

- taken or caused to be taken all reasonable measures to identify the location of such cables, pipes and services before any work is commenced which may involve a risk of damage. Reasonable measures include contacting the appropriate authorities if there is any possibility that cables, pipes or services are under the site.
- retained a written record of the measures that were taken to locate such cables, pipes and services.
- conveyed the location of such cables, pipes or services to those who are carrying out such work on behalf of the **Insured**.

Indemnity under this policy shall be restricted to the actual cost of repair or replacement of such cables, pipes or services as assessed by an independent surveyor and shall not extend to cover any additional costs for loss of use, consequential loss or damage, or penalties and/or fines, which are imposed on the **Insured** by the relevant authorities as a result of any **Damage**.

(7) Libel and Slander Exclusion

Notwithstanding anything contained therein to the contrary this insurance shall not indemnify the **Insured** under the Public Liability or Products Liability **Sections** for any liability directly or indirectly resulting from or in consequence of:

- Libel, slander or defamation.
- Slander of title of goods or other injurious falsehood.
- Wrongful misrepresentation.

(8) Rights of Recourse Condition

It is a condition precedent to liability hereunder that full rights of recourse are maintained against any manufacturer or supplier with whom the **Insured** has entered into a legal contract for the provision of products or components.

(9) Professional Services Exclusion

Notwithstanding anything contained herein to the contrary this insurance shall not indemnify the **Insured** for any liability directly or indirectly resulting from or in consequence of a breach of professional duty by the Insured or wrongful or inadequate advice given by the **Insured**, whether a fee is charged or not.

(10) High Risk Location Exclusion

Notwithstanding anything contained herein to the contrary this insurance shall not indemnify the **Insured** for any liability directly or indirectly resulting from or in consequence of work undertaken by the **Insured** on or at any of the following locations or premises:

- refineries, bulk storage or production premises in the oil, gas or chemical industries.
- offshore structures and work underground or underwater.
- aircraft, hovercraft, aerospace systems or watercraft (other than at docks, harbours, boatyards or inland waterways not involving the use of heat).
- railways or airports.

(11) Personal Protective Equipment Condition

It is a condition precedent to liability hereunder that the use or wearing of personal protective equipment by any **Employee** is rigorously enforced and that personal protective equipment is supplied to the **Employee** and that a formal record is maintained confirming receipt of such equipment.

(12) Woodworking Machinery Condition

It is a condition precedent to liability under the Employers Liability **Section** that the **Insured** shall ensure:

- all mechanical woodworking machinery is guarded in accordance with prevailing Government Regulations.
- any **Employee** who is inexperienced in the use of mechanical woodworking machinery shall be fully supervised at all times by an experienced operative of the **Insured** until such time as the **Employee** has completed certificate apprenticeship and/or probation.

(13) Hazardous Work Exclusion

Notwithstanding anything contained herein to the contrary this insurance shall not indemnify the **Insured** for any liability directly or indirectly resulting from or in consequence of the **Insured** undertaking any work involving:

- (a) demolition except demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height when such work forms an ancillary part of a contract for construction alteration or repair.
- (b) the construction, alteration, maintenance or repair of bridges, viaducts, towers, steeples, spires, pylons, chimney shafts, blast furnaces, mines, dams, reservoirs, ships, docks or tunnels or similar structures.
- (c) underpinning, pile driving, quarrying, tunnelling or water diversion.
- (d) the use of explosives.

(14) Efficacy Exclusion (Total)

Notwithstanding anything contained therein to the contrary this insurance shall not indemnify the **Insured** under the Public Liability and Products Liability **Sections** for any liability directly or indirectly resulting from or in consequence of the failure or alleged failure or unsuitability of any Products supplied by or on behalf of the **Insured** to perform correctly their or its intended function.

SECTION 1 - EMPLOYERS' LIABILITY

The Cover

We will cover **You** for **Your** legal liability for **Bodily Injury** sustained by an **Employee** occurring during the **Period of Insurance** within the **Territorial Limits** and arising out of and in the course of employment by **You** in connection with **Your Business**.

Limit of Liability

Our limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section** but, if the **Bodily Injury** arises from **Asbestos** or **Terrorism**, then **Our** limit of liability shall not exceed €5,000,000.

Exclusions

We shall not provide cover for liability:

- 1) in respect of which compulsory insurance or security is required to be arranged by **You** under the Road Traffic Act 1961 or any subsequent legislation amending or replacing such Act or Order.
- 2) caused by or arising from any **Offshore Activity**.
- 3) for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- 4) arising from any judgement, award or settlement made within countries 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 either in whole or in part).

Conditions

1) Claims Notification

In the event of an occurrence which may give rise to a claim under this **Section**:

You will:

- (a) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Important Information Statements near the beginning of this Policy.
- (b) provide all additional information **We** may require within the time stipulated by **Us**.
- (c) forward unanswered to **Us** immediately they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- (d) give immediate notice in writing to **Us** of any impending prosecution, inquest or fatal accident inquiry.
- (e) at all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
- (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury**.
- (g) give immediate notice in writing to **Us** if **You** become aware of any Safety, Health and Welfare at Work incident involving any person which may result in a claim hereunder.

2) Conduct and Control

It is a condition of this **Section** that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

We shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

3) Discharge of Liability

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this **Section** (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims.

4) Employers' Liability Tracing Office

Where **We** provide cover under the Employers' Liability (Compulsory Insurance) Regulations 1998, **We** are required by regulation to maintain a database of all the companies and subsidiary companies covered by such insurance. **We** support and will add details of all company names to the Employers' Liability Tracing Office database.

Accordingly, it is a condition of this insurance that **You** undertake to supply full details (as required by the Employers' Liability Tracing Office) of **Your** company and all subsidiary companies to **Us** at inception of this Policy and promptly thereafter following acquisition or disposal of any subsidiary company.

5) Rights of Recovery

The cover provided under this **Section** is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to **Employees** within the **Territorial Limits** or **Offshore Installations** within the continental shelf around those countries may require but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Extensions

The terms, General Conditions and General Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies.

1) Unsatisfied Court Judgments.

Where a judgment for damages has been obtained by any **Employee** or the legal personal representatives of any **Employee** in respect of **Bodily Injury** sustained by the **Employee** arising out of and in the course of employment by **You** in connection with **Your Business** and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then, at **Your** request, **We** will pay to the **Employee** or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- (a) the judgment for damages has been obtained against a company, partnership or individual (but not against **You**) operating from or resident in premises within the **Territorial Limits** in any court situated in the **Territorial Limits**.
- (b) there is no appeal outstanding.
- (c) if any such payment is made by **Us**, the **Employee** or their legal personal representatives shall assign the judgment to **Us**.
- (d) this **Section** of **Your** Policy is operative at the time that such **Bodily Injury** is sustained and cover will only apply in respect of those damages that relate to **Bodily Injury** sustained during the **Period of Insurance**.
- (e) **Our** liability for damages, costs and expenses shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

2) Work Overseas.

The cover provided under this **Section** shall extend to cover **You** for **Your** legal liability for **Bodily Injury** sustained by any **Employee** whilst undertaking work on a temporary basis within any country outside of the **Territorial Limits** provided that:

- (a) any such **Employee** is ordinarily resident within the **Territorial Limits**.
- (b) **We** shall not provide cover for any medical expenses or repatriation costs.
- (c) **We** shall not provide cover in respect of any amount payable under Workers' Compensation, Social Security or Health Insurance legislation.

SECTION 2 - PUBLIC LIABILITY

The Cover

We will cover **You** for **Your** legal liability for accidental:

- 1) **Bodily Injury** to any person
- 2) **Damage to Property**
- 3) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement occurring during the **Period of Insurance** within the **Territorial Limits** and in connection with **Your Business**.

Limit of Liability

Our limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

Exclusions

We shall not provide cover for liability:

- 1) in respect of **Bodily Injury** to any **Employee** arising out of and in the course of employment by **You** in connection with **Your Business**.
- 2) caused by or arising from the ownership or possession or use by **You** or on **Your** behalf of any:
 - (a) aircraft or aerospace device or hovercraft.
 - (b) watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length.
 - (c) mechanically propelled vehicle:
 - (i) in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle.
 - (ii) where cover is provided by any other insurance.
- 3) arising from any **Product Supplied** after it has ceased to be in **Your** custody or under **Your** or any **Employee's** control other than food and drink for consumption on **Your Premises**.
- 4) for **Contractual Liability** unless the sole conduct and control of claims is vested in **Us** but **We** shall not in any event provide cover in respect of:
 - (a) liquidated damages or liability under any penalty clause.
 - (b) **Damage to Property** against which **You** are required to effect insurance under the terms of Clause 21.2.1 of the Joint Contracts Tribunal Standard Form of Building Contract 1980 Edition or any revision or substitution thereof or any clause of similar intent under any other contract conditions.
 - (c) **Damage to Property** which comprises the contract works executed or in the course of execution by **You** or on **Your** behalf and occurs after the date of issue of a certificate of completion of such works or, where the contract has no provision for such a certificate, the date on which such works are completed and handed over to the **Principal** if **You** are expressly responsible for such **Damage** under the terms of the contract.
- 5) in respect of **Damage to Property**:
 - (a) belonging to **You**.
 - (b) in **Your** or any **Employee's** custody or control other than personal effects including vehicles and their contents of any visitor, director, partner and/or **Employee** of **Yours**.
 - (c) being that part of any **Property** on which **You** or any **Employee** or agent of **Yours** is or has been working where **Damage** arises out of such work.
- 6) in respect of **Pollution or Contamination** occurring:
 - (a) within the United States of America or Canada.

- (b) elsewhere than within the United States of America or Canada unless caused by a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **Period of Insurance**.

Provided that in respect of any liability for which cover is not excluded under exclusion (b) above:

- (i) all **Pollution or Contamination** which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.
- (ii) **Our** liability for all damages, costs fees and expenses under this **Section** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the amount stated in the **Schedule** as the Limit of Liability for this **Section**.
- 7) caused by or arising from advice, design or specification **You** provided for a fee.
- 8) (a) in respect of mental injury, mental anguish or shock or fear of suffering death, **Bodily Injury**, illness or disease arising out of the actual, alleged or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.
- (b) for the costs of management (including those of any persons under any statutory duty to manage), removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.
- 9) for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- 10) arising from any judgement, award or settlement made within countries 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 either in whole or in part).
- 11) for the amount stated in the **Schedule** as being the Excess for this **Section** which shall apply in respect of each and every claim. Such amount shall be contributed by **You** or any party entitled to cover under this Policy before **We** assume any responsibility to make a payment for any claim hereunder. This exclusion will not apply to claims in respect of **Damage** to premises including their fixtures and fittings leased, rented or hired to **You**.
- 12) out of the use of any oxy-acetylene or electric welding or power driven cutting or grinding equipment or other spark emitting equipment or any blow lamp or blow torch or other equipment producing a naked flame away from **Your** premises.
- 13) in respect of wrongful arrest, wrongful detention, false imprisonment or malicious prosecution.

Conditions

1) Claims Notification

In the event of an occurrence which may give rise to a claim under this **Section**:

You will:

- (a) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Important Information Statements near the beginning of this Policy.
- (b) provide all additional information **We** may require within the time stipulated by **Us**.
- (c) forward unanswered to **Us** immediately they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- (d) give immediate notice in writing to **Us** of any impending prosecution, inquest or fatal accident inquiry.
- (e) at all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
- (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury** and **Damage to Property**.
- (g) give immediate notice in writing to **Us** if **You** become aware of any Safety, Health and Welfare at Work incident involving any person which may result in a claim hereunder.

2) Conduct and Control

It is a condition of this **Section** that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

We shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

3) Discharge of Liability

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this **Section** (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which **We** may be responsible incurred prior to such payment.

Extensions

The terms, General Conditions and General Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies.

1) Buildings Temporarily Occupied

Exclusion 5) (b) to this **Section** shall not apply to liability for **Damage** to Buildings including contents therein which are not owned leased or rented by **You** but are temporarily occupied by **You** for the purpose of maintenance, alteration, extension, installation or repair.

2) Cross Liabilities

If the **Insured** comprises more than one party **We** will provide cover to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be covered.

3) Defective Premises Act

The cover provided by this **Section** shall extend to apply in respect of liability arising in connection with any premises previously owned or occupied by **You** for purposes pertaining to **Your Business** and which have since been disposed of by **You** provided that **We** shall not provide cover for liability:

- (a) for which cover is provided by any other insurance.
- (b) for the costs of remedying any defect or alleged defect in such Premises.

4) Leased or Rented Premises

Exclusion 5) (b) to this **Section** shall not apply to liability for **Damage** to premises including their fixtures and fittings leased or rented to **You** provided that **We** shall not provide cover for:

- (a) **Contractual Liability**.
- (b) the first €500 of each and every occurrence of **Damage** to premises caused other than by fire or explosion.

5) Motor Contingent Liability

Notwithstanding Exclusion 2) (c) to this **Section** **We** will cover **You** (and no other person for the purpose of this extension) for **Your** legal liability for **Bodily Injury** or **Damage** to **Property** caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by **You** being used in the course of **Your Business** provided that **We** shall not provide cover for liability:

- (a) in respect of **Damage** to any such vehicle or trailer or **Property** conveyed therein or thereon.
- (b) for which cover is provided by any other insurance.
- (c) caused or arising whilst such vehicle or trailer is:
 - (i) engaged in racing, pace-making, reliability trials or speed testing.
 - (ii) being driven by **You**.

(iii) being driven with **Your** general consent or the consent of **Your** representative by any person who to **Your** knowledge or the knowledge of such other representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.

(iv) used elsewhere other than within the **Territorial Limits**.

6) Motor Vehicles

Exclusion 2) (c) to this **Section** shall not apply to liability caused by or arising from:

(a) the use of plant as a tool of trade at **Your** premises or on any site at which **You** are working.

(b) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle.

(c) **Damage** to any building, bridge, weighbridge, road or to anything beneath caused by vibration or by the weight of any vehicle or its load provided that **We** shall not provide cover for liability:

(i) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.

(ii) for which cover is provided by any other insurance.

7) Overseas Personal Liability

We will cover **You** or at **Your** request:

(a) any director, partner or **Employee** of **Your Business**

(b) any spouse or child of **Yours** or of any of the persons stated in (a) above who are accompanying **You** or such persons for legal liability incurred by **You** or such persons in a personal capacity in a country outside of the **Territorial Limits** whilst on a temporary visit to such country in connection with **Your Business** provided that:

(i) any person entitled to cover under this extension shall as though they were **You** be subject to the terms, Conditions and Exclusions of this Policy insofar as they can apply.

(ii) nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be covered.

(iii) **We** shall not provide cover for:

(A) **Contractual Liability**.

(B) liability for which cover is provided by any other insurance.

(C) liability in respect of **Damage** to **Property** belonging to or in the custody of or under the control of any person entitled to cover under this extension.

(D) liability in respect of **Bodily Injury** to any person entitled to cover under this extension.

(E) liability caused by or arising from:

(I) the ownership or occupation of land or buildings.

(II) the carrying on of any business, profession trade or employment.

(III) the ownership, possession or use of animals other than horses or domestic dogs or cats.

8) Work Overseas

The cover provided under this **Section** shall extend to apply in respect of **Your** legal liability caused by or arising from:

(a) work being undertaken on a temporary basis by **You** or **Your Employee(s)** within any country outside of the **Territorial Limits** which is a member of the European Union

(b) non-manual work being undertaken on a temporary basis by **You** or **Your Employee(s)** within any country outside of the **Territorial Limits** and not a member of the European Union

provided **You** or **Your Employee(s)** are ordinarily resident within the **Territorial Limits**.

SECTION 3 - PRODUCTS LIABILITY

The Cover

We will cover **You** for **Your** legal liability for accidental:

- 1) **Bodily Injury** to any person
- 2) **Damage to Property**

occurring during the **Period of Insurance** anywhere in the world and caused by or arising from any **Product Supplied**.

Limit of Liability

Our limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence and in the aggregate in respect of all occurrences during any one **Period of Insurance** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

Exclusions

We shall not provide cover for liability:

- 1) in respect of **Bodily Injury** to any **Employee** arising out of and in the course of employment by **You** in connection with **Your Business**.
- 2) in respect of **Damage** to or the costs or expenses of recalling, repairing, replacing, altering, removing or making any refund in respect of any **Product Supplied** caused by or arising from:
 - (a) any defect in or the harmful nature of or the unsuitability for its intended purpose of such **Product Supplied**.
 - (b) an error or fault in connection with the sale supply or presentation of such **Product Supplied**.
- 3) caused by or arising from any **Product Supplied** whilst in **Your** custody or under **Your** control or the control of any **Employee**.
- 4) caused by or arising from any **Product Supplied** which to **Your** knowledge is for:
 - (a) use in or on any aircraft or aerospace device.
 - (b) aviation or aerospace purposes.
 - (c) use in the safety or navigation of marine craft of any sort.
- 5) caused by or arising from any **Product Supplied** which to **Your** knowledge is for use in or supply to the United States of America or Canada.
- 6) arising from **Contractual Liability** other than liability arising out of a condition or warranty of goods implied by law but **We** shall not in any event provide cover in respect of liquidated damages or liability under any penalty clause.
- 7) in respect of **Pollution or Contamination** occurring:
 - (a) within the United States of America or Canada.
 - (b) elsewhere than within the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **Period of Insurance**.

Provided that in respect of any liability for which cover is not excluded under exclusion (b) above:

- (i) all **Pollution or Contamination** which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.
 - (ii) **Our** liability for all damages, costs fees and expenses under this **Section** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the amount stated in the **Schedule** as the Limit of Liability for this **Section**
- 8) caused by or arising from advice, design or specification **You** provided for a fee.
 - 9) (a) in respect of mental injury, mental anguish or shock or fear of suffering death, **Bodily Injury**, illness or disease arising out of the actual, alleged or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.

- (b) for the costs of management (including those of any persons under any statutory duty to manage), removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.
- 10) for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- 11) arising from any judgement, award or settlement made within countries 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 either in whole or in part).
- 12) for the amount stated in the **Schedule** as being the Excess for this **Section** which shall apply in respect of each and every claim. Such amount shall be contributed by **You** or any party entitled to cover under this Policy before **We** assume any responsibility to make a payment for any claim hereunder.

Conditions

1) Claims Notification

In the event of an occurrence which may give rise to a claim under this **Section**:

You will:

- (a) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Important Information Statements near the beginning of this Policy.
- (b) provide all additional information **We** may require within the time stipulated by **Us**.
- (c) forward unanswered to **Us** immediately they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- (d) give immediate notice in writing to **Us** of any impending prosecution, inquest or fatal accident inquiry.
- (e) at all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
- (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury** and **Damage to Property**.
- (g) give immediate notice in writing to **Us** if **You** become aware of any Safety, Health and Welfare at Work incident involving any person which may result in a claim hereunder.

2) Conduct and Control

It is a condition of this **Section** that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

We shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

3) Discharge of Liability

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this **Section** (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which **We** may be responsible incurred prior to such payment.

Extensions

The terms, General Conditions and General Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies.

1) Cross Liabilities

If the **Insured** comprises more than one party **We** will provide cover to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be covered.

EXTENSIONS TO SECTIONS 1, 2 and 3

The terms, Conditions and Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extensions the **Section** Limit of Liability applies.

These extensions apply to the Employers' Liability, Public Liability and Products Liability **Sections** (where those **Sections** are specified in the **Schedule** as being included) to the extent specified below.

1) Additional Activities

We will provide cover in respect of **Your** legal liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to **Your Business**:

- (a) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of **Your Employees** and fire or security or first aid and ambulance services.
- (b) the ownership, repair, maintenance and decoration of **Your** premises.
- (c) private work carried out by any **Employee** with **Your** consent for any director or partner of **Yours**.
- (d) participation in exhibitions, trade fairs, conferences and the like.
- (e) sponsorship of events or organisations or entities or individuals.
- (f) repair, maintenance or servicing of **Your** own mechanically propelled vehicles.
- (g) provision of gifts and promotional material.

2) Consumer Protection Act 2007 and Consumer Rights Directive

We hereby agree to cover **You** under the Public Liability and Products Liability **Sections** for:

- (a) costs and expenses incurred with **Our** written consent
- (b) costs and expenses awarded against **You**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under the Consumer Protection Act 2007 and similar legislation under the Consumer Rights Directive which occurs during the **Period of Insurance** and where the circumstances of the alleged offence may be the subject of cover under this Policy.

We shall not provide cover:

- (a) for any fines or penalties imposed on **You**.
- (b) for the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
- (c) where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made.

3) Costs of Court Attendance

If any of the under mentioned persons attend court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to cover under this Policy **We** will reimburse **You** at the following rates per day for each day on which attendance is required:

- (a) any of **Your** directors or partners €500.
- (b) any **Employee** €250.

4) Data Protection Act 2018

We will cover **You** for claims arising under Article 82 of Regulation (EU) 2016/679 (the “General Data Protection Regulation” or the “GDPR”) and equivalent provision under the Data Protection Act 2018 or any subsequent legislation amending revising or replacing such act in respect of:

- (a) compensation payable for damage or distress under the Act including claimant’s costs and expenses
- (b) defence costs in relation to any prosecution or investigation brought under the Act in relation to a claim made by an **Employee**

provided that:

- (a) **You** have registered under the Act or commenced the process of registration and **Your** application has not been refused or withdrawn.
- (b) **We** shall not provide cover for:
 - (i) the payment of fines or penalties.
 - (ii) the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
 - (iii) the cost of replacing, reinstating, rectifying or erasing any data.
 - (iv) liability arising as a result of **Your** provision of the services of a computer bureau.
 - (v) liability arising from the recording or provision of data for reward or for determining the financial status of any person.
 - (vi) liability that arises as a result of a deliberate act or omission by **You** or by persons acting on **Your** behalf which will knowingly or could reasonably have been expected by **You** or those acting on **Your** behalf to result in a liability or the committing of an offence under the Act.
 - (vii) liability for which **You** are entitled to cover under any other insurance.

Nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made.

5) Defence Costs and Expenses

We shall provide cover in respect of all costs and fees and expenses incurred with **Our** prior written consent in the defence or settlement of any claim for which cover is provided by this insurance including legal expenses:

- (a) arising out of representation at any coroner’s inquest or fatal accident enquiry
- (b) arising out of the defence of any proceedings in any court in respect of matters which may form the subject of cover under this insurance including the defence of any charge of manslaughter

provided that:

- (i) the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.
- (ii) **We** shall not be liable for any fines or penalties imposed as a consequence of any such prosecution.

Any consent given by **Us** in relation to incurring defence costs shall cease if opinion is obtained from instructed solicitors or counsel stating that any of the following apply:

- (I) there is no reasonable prospect of a defence to a prosecution relating to (a) or (b) above.
- (II) the defence of any such prosecution ceases to be relevant to the defence of any claim for damages for which cover is provided by this insurance.
- (III) the prosecution relates to a deliberate act or omission that is intended to cause **Bodily Injury**.

Depending upon which **Section** the claim for damages is being made, defence costs as provided for above:

- (A) are included within the amount stated in the **Schedule** as the Limit of Liability for the Employers’ Liability **Section**.
- (B) will be payable in addition to the amounts stated in the **Schedule** as the Limit of Liability for the Public Liability **Section** and the Products Liability **Section**.

In respect of the Public Liability and Products Liability **Sections**, if a payment exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim attaches has to be made by **You** to dispose of the claim **Our** liability to pay any defence costs in connection therewith shall be limited to such proportion of the defence costs as the Limit of Liability bears to the amount paid to dispose of the claim.

6) Cover for Other Persons

We will also provide cover as if a separate Policy had been issued:

- (a) to **Your** legal personal representatives or the legal personal representatives of any other person entitled to cover under this Policy but only in respect of liability incurred by **You** or such other person
- (b) to any **Principal** but only to the extent required by the contract for work and which arises solely out of the work performed for the **Principal** by **You** or on **Your** behalf but not any **Principal** who is located within the United States of America or Canada.
- (c) to any owner of plant hired to **You** but only to the extent required by the conditions of the contract of hire and not to any such owner who is located within the United States of America or Canada
- (d) at **Your** request to:
 - (i) any officer or member of **Your** catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of **Your Employees** and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided
 - (ii) any director or partner or **Employee** of **Yours** while acting in connection with **Your Business** in respect of liability for which **You** would be entitled to cover under this Policy if the claim for which cover is being sought had been made against **You**

provided that:

- (i) any persons specified above shall as though they were **You** be subject to the terms Conditions and Exclusions of this Policy in so far as they can apply.
- (ii) nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made regardless of the number of persons claiming to be covered.

7) Food Safety Authority of Ireland Act 1998 and Food Safety Regulations

We hereby agree to cover **You** under the Public Liability and Products Liability **Sections** for:

- (a) costs and expenses incurred with **Our** written consent.
- (b) costs and expenses awarded against **You**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under the Food Safety Authority of Ireland Act 1998 and similar legislation under the European Community (General Product Safety) Regulations 2004 or Hygiene of Foodstuffs Regulation (EC) No. 852/2004 or any subsequent legislation amending revising or replacing such act which occurs during the **Period of Insurance** and where the circumstances of the alleged offence may be the subject of cover under this Policy.

We shall not provide cover:

- (a) for any fines or penalties imposed on **You**.
- (b) for the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
- (c) where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made.

8) Safety, Health and Welfare at Work Act 2005

We hereby agree to cover **You** for:

- (a) costs and expenses incurred with **Our** written consent.
- (b) costs and expenses awarded against **You** or a director or **Employee of Yours**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence occurring during the **Period of Insurance** under the Safety, Health and Welfare at Work Act 2005 or the Safety, Health and Welfare at Work (Construction) Regulations 2013 or European Council Directive 92/57/EEC or equivalent safety legislation of the Republic of Ireland.

We shall not provide cover:

- (a) for any fines or penalties imposed on **You**.
- (b) for the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
- (c) where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made.

9) **Manslaughter and Culpable Homicide**

We hereby agree to cover **You** for:

- (a) costs and expenses incurred with **Our** written consent
- (b) costs and expenses awarded against **You** or a director or **Employee of Yours**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence occurring during the **Period of Insurance**:

- (a) of manslaughter or culpable homicide or
- (b) of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 and where the circumstances of the alleged offence may be the subject of indemnity under this Policy

We shall not provide cover:

- (a) for any fines or penalties imposed on **You**.
- (b) for the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
- (c) where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made.

SECTION 4 – LEGAL EXPENSES

Insuring Clause

We agree to provide the insurance described in this **Section** for **You** (or where specified, the **Insured Person**) in respect of any insured incident shown as operative in the **Schedule** and arising in connection with the **Business**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this **Section**, provided that:

- 1) **Reasonable Prospects** exist for the duration of the claim
- 2) the **Date of Occurrence** of the insured incident is during the **Period of Insurance**
- 3) any legal proceedings will be dealt with in the **Countries Covered** by:
 - a court; or
 - any other body which **We** agree to, and
- 4) the insured incident happens within the **Countries Covered**.

What the Insurer will pay

The **Insurer** will pay an **Appointed Representative**, on **Your** behalf, **Costs and Expenses** incurred following an insured incident, and any employment financial compensation awards that **We** have agreed to, provided that:

- 1) the most the **Insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause, for **Costs and Expenses** and employment compensation awards claims, is shown as the limit of indemnity in **Schedule**
- 2) the most the **Insurer** will pay for the total of all employment financial compensation awards payable by **Us** shall not exceed €1,500,000 in any one **Period of Insurance**
- 3) the most the **Insurer** will pay in **Costs and Expenses** is no more than the amount the **Insurer** would have paid to a **Preferred Law Firm**. The amount the **Insurer** will pay a law firm (where acting on **Your** behalf) is currently €150 per hour. This amount may vary from time to time
- 4) in respect of an appeal or the defence of an appeal, **You** must tell **Us** as soon as possible and within the statutory time limits allowed that **You** want to appeal. Before the **Insurer** pay the **Costs and Expenses** for appeals, **We** must agree that **Reasonable Prospects** exist
- 5) for an enforcement of judgment to recover money and interest due to **You** after a successful claim under this policy, **We** must agree that **Reasonable Prospects** exist
- 6) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the **Insurer** will pay in **Costs and Expenses** is the value of the likely award
- 7) in respect of insured incident **2 Legal Defence 6** (attendance expenses) the maximum the **Insurer** will pay is the **Insured Person's** net salary or wages for the time that the **Insured Person** is absent from work less any amount **You**, the court or the Workplace Relations Commission pays
- 8) in respect of insured incident **7 Bodily Injury** the **Insurer** will pay the application fee required by the **Personal Injuries Assessment Board (PIAB)**.

What the Insurer will not pay

- 1) In the event of a claim, if **You** decide not to use the services of a **Preferred Law Firm**, **You** will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by the **Insurer**.
- 2) The first €600 of **Costs and Expenses** – (a) legal costs of any contract dispute claim unless the dispute is to be dealt with under the Small Claims Court procedure.

Definitions to the Legal Expenses Section

Wherever the following words appear in this **Section** they will have the meanings shown below.

Appointed Representative

means the **Preferred Law Firm**, law firm, accountant or other suitably qualified person **We** appoint to act on the **Insured Person's** behalf.

ARAG Standard Terms of Appointment

means the terms and conditions (including the amount **We** will pay to an **Appointed Representative**) that apply to the relevant type of claim, which could include a no win, no fee agreement. Where a law firm is acting on **Your** behalf the amount **We** will pay is currently €150 per hour. This amount may vary from time to time.

Costs and Expenses

means

- (a) legal costs
All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **Us** in accordance with the **ARAG Standard Terms of Appointment**.
Also the costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or the **Insured Person** pays them with **Our** agreement.
- (b) accountant's costs
All costs reasonably incurred by the **Appointed Representative** in accordance with **Our** claims handling instructions.
- (c) attendance expenses
In the event of the **Insured Person's** absence from work, attendance expenses to perform jury service or to attend any court or Workplace Relations Adjudication at the request of the **Appointed Representative**. The maximum **We** will pay is the **Insured Person's** net salary or wages for the time that the **Insured Person** is absent from work less any amount **You** have paid them, or the court or the Workplace Relations Commission, has paid or awarded them.

Countries Covered

means

- (a) For insured incidents **2 Legal Defence** (excluding 4) (Statutory Notice appeals)), and **7 Bodily Injury**
The European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- (b) For all other insured incidents
The Republic of Ireland.

Date of Occurrence

means

- (a) For civil cases (other than as specified under (c) to (e) below) the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **Date of Occurrence** is the date of the first of these events (this is the date the event happened, which may be before the date **You** or an **Insured Person** first became aware of it.)
- (b) For criminal cases, the date the **Insured Person** began, or is alleged to have begun, to break the law.
- (c) For insured incident **3 Statutory Licence Appeal**, the date when **You** first became aware of the notice of intention or proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **Your** licence.
- (d) For insured incident **8 Tax Protection**
 - (a) the date when the **Insured Person** is notified in writing of the intention to carry out a **Full Revenue Audit**;
 - (b) and (c) the date when the relevant authority sends an assessment or written decision to **You** following a **Single Head Revenue Audit**.
- (e) For insured incident **2 Legal Defence 4** (Statutory Notice appeals), the date when the **Insured Person** is issued with the relevant notice and has the right to appeal.

Full Revenue Audit

means an extensive examination by the Revenue Commissioner which considers all aspects of **Your** tax affairs excluding those audits which are limited to one or more specific aspects of **Your** self assessment and/or corporation tax return (however described by the Revenue Commissioners) and also excluding any reviews conducted by the Revenue Commissioners as part of its review programmes.

Insured Person

means **You** and the directors, partners, managers, employees and any other individuals declared to **Us** by **You**. Please note this Policy will only cover an **Insured Person** in respect of an insured incident arising in direct connection with the activities of the **Business**. It does not cover an **Insured Person's** interest in any other business, commercial enterprise, trade or profession.

Insurer

means ARAG Insurance Company Limited - a Branch of ARAG Allgemeine Versicherungs-AG.

Personal Injuries Assessment Board (PIAB)

means an independent state body which assesses personal injury compensation.

Preferred Law Firm

means a law firm **We** choose to provide legal or other services. These legal specialists are chosen as they have the proven expertise to deal with the **Insured Person's** claim and must comply with **Our** agreed service standard levels, which **We** audit regularly. They are appointed according to the **ARAG Standard Terms of Appointment**.

Reasonable Prospects

means

- (a) For civil cases, the prospects that the **Insured Person** will recover losses or damages or a reduction in tax or Pay Related Social Insurance Contribution liabilities (or obtain any other legal remedy which **We** have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. **We**, or a **Preferred Law Firm** on **Our** behalf, will assess whether there are **Reasonable Prospects**.
- (b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
- (c) For all civil and criminal appeals the prospects of a successful outcome must be at least 51%.

Single Head Revenue Audit

means an examination by the Revenue Commissioners which considers one specific aspect of **Your** self assessment and/or corporation tax return. This includes a standalone VAT, PAYE/PRSI/USC Single Head audit.

We, Us, Our, ARAG

means ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the **Insurer**, ARAG Insurance Company Limited.

What is Covered under Legal Expenses

1 EMPLOYMENT DISPUTES AND FINANCIAL COMPENSATION AWARDS

(a) Employment Disputes

Costs and Expenses to defend **Your** legal rights:

- 1 prior to the issue of proceedings before a Workplace Relations Adjudicator, court or tribunal following the dismissal of an employee; or
- 2 in legal proceedings in respect of any dispute with
 - (a) an employee, ex-employee or trade union acting on behalf of an employee or ex-employee
 - (b) which arises out of, or relates to, a contract of employment with **You**; or
 - (c) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

Excluding any claim relating to the following:

- (a) Any employment dispute where the originating cause of action arises within the first 90 days of the start of the Policy.

- (b) Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this Policy if the **Date of Occurrence** was within the first 180 days of the start of this Policy and the dispute relates directly to the same matter(s) which gave rise to that warning.
- (c) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the start of the Policy.
- (d) Any claim in respect of damages for personal injury, including stress, bullying and harassment claims and breach of employment contract claims brought as part of the same set of personal injury proceedings before the court, or loss of or damage to property.
- (e) Employee internal disciplinary or grievance procedures.
- (f) Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 1980 and 2000, European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation.
- (g) Any claim arising from or relating to the collective bargaining of terms and conditions of employment brought under the Industrial Relations Acts or any amending legislation.

(b) Employment Financial Compensation Awards

The **Insurer** will pay any financial compensatory award otherwise payable by **You** in respect of a claim **We** have accepted under insured incident **1(a)**:

Provided that:

- (a) in cases relating to performance, grievance or conduct of an employee **You** have sought and followed advice from **Our** legal advice service throughout
- (b) for compensation following **Your** breach of statutory duty under employment legislation **You** have at all times sought and followed advice from **Our** legal advice service since the date when **You** should have known about the employment dispute
- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, but not the redundancy payment itself, **You** have sought and followed advice from **Our** legal advice service prior to serving notice of redundancy
- (d) the compensation is awarded by a Workplace Relations Adjudicator, Employment Appeals Tribunal or the Labour Court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **Us**
- (e) the total amount payable by **Us** for all compensation awards and any sums of money in settlement of a dispute, in aggregate and in any one **Period of Insurance**, shall not exceed €1,500,000.

Excluding any claim relating to the following:

- (a) Any employment financial compensation award relating to the following:
 - trade union activities, trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Works Councils;
 - health and safety related dismissals or any other claims brought under section 27, or alleged contravention of section 27, of the Health Safety and Welfare at Work Act 2005;
 - pregnancy or maternity rights, paternity, parental or adoption rights;
 - civil claims against or statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
- (b) Non-payment of money due under the relevant contract of employment or statutory provision relating to it.
- (c) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 2000 or any amending legislation.
- (d) Claims under the Organisation of Working Time Act where **You** have failed to maintain adequate working time records.
- (e) Any employment financial compensation award or increase in employment financial compensation award relating to failure to comply with a current or previous recommendation made by the Workplace Relations Commission, the Labour Court or a tribunal, including non-compliance with a reinstatement or re-engagement order.
- (f) Any claim in respect of Equal Status legislation.

2 LEGAL DEFENCE

Provided that for each of the following sections of **Legal Defence** cover 1-6 **You** request **Us** to provide cover for the **Insured Person**:

- 1 **Costs and Expenses** to defend the **Insured Person's** legal rights:
 - (a) prior to the issue of legal proceedings when dealing with the
 - Gardaí, or

- Health and Safety Authority and/or regional health boards

where it is alleged that the **Insured Person** has or may have committed a criminal offence; or

(b) following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction.

Provided that:

in so far as proceedings under the Safety, Health and Welfare at Work Act 2005 are concerned, the **Countries Covered** shall be any place where the Act applies.

- 2 **Costs and Expenses** to defend the **Insured Person's** legal rights following civil action taken against them for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **Period of Insurance**.
- 3 **Costs and Expenses** to defend the **Insured Person's** (other than **You**) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of **Your** employees.
- 4 **Costs and Expenses** to defend the **Insured Person's** legal rights in an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **Your Business**.
- 5 **Costs and Expenses:**
 - (a) to defend the **Insured Person's** legal rights if civil action is taken against the **Insured Person** under the Data Protection Act 1988, the Data Protection (Amendment) Act 2003 and the Data Protection Act 2018 (and any legislation which amends, extends, consolidates, re-enacts or replaces the same, including any statutory instruments and regulations that may be made pursuant thereto), when handling personal data in their capacity as a data controller and/or data processor. The **Insurer** will not pay any compensation award in respect of such a claim;
 - (b) to represent the **Business** in appealing against the refusal of the Data Protection Commissioner to register the **Business's** application for registration.

Provided that:

(a) in respect of 5 (a) at the time of the insured incident **You** have registered with the Data Protection Commissioner. Please note **We** will not cover the cost of fines imposed by the Data Protection Commissioner, or any other regulatory and/or criminal body.

- 6 The **Insurer** will pay the **Costs and Expenses** – (c) attendance expenses of an **Insured Person** for jury service or attending any court or tribunal at the request of the **Appointed Representative**.

Excluding any claim relating to

- (a) An **Insured Person** driving without valid motor insurance.
- (b) Any claims arising from parking or obstruction offences.
- (c) Any motor related prosecution where **You** own or have use of more than 6 motor vehicles for the **Business**. Please note these exclusions apply to section 1 of the **Legal Defence** cover.
- (d) An appeal against the imposition or terms of any Statutory Notice issued in connection with **Your** licence.
- (e) A Statutory Notice issued in connection with the **Insured Person's** regulatory or governing body. Please note these exclusions apply to section 4 of the **Legal Defence** cover.
- (f) the loss, alteration, corruption or distortion of, or damage to stored personal data, or a reduction in the functionality, availability, or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism. Please note this exclusion applies to section 5 of the **Legal Defence** cover.

3 STATUTORY LICENCE APPEAL

Costs and Expenses for an appeal to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, altering the terms of, or refusing to renew, or cancelling **Your** licence.

Excluding any claim relating to

- (a) An original application or application for renewal of a statutory licence.
- (b) The ownership, driving or use of a motor vehicle.

4 CONTRACT DISPUTES

Costs and Expenses for a contractual dispute arising from that agreement or that alleged agreement which has been entered into by **You** or on **Your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- (a) the amount in dispute exceeds €300 (excl VAT); or if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed €300 (excl VAT).
- (b) if the dispute relates to money owed to **You**, a claim under the Policy is made within 90 days of the money becoming due and payable.

Excluding

- (a) Any dispute arising from an agreement entered into prior to the start date of this Policy if the date of occurrence was within the first 90 days of the start of this Policy.
- (b) Any claim relating to the following:
 - the settlement payable under an insurance policy (**We** will cover a dispute if **Your Insurer** refuses **Your** claim, but not for a dispute over the amount of the claim);
 - the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **We** will cover a dispute with a professional adviser in connection with these matters;
 - a loan, mortgage, pension, guarantee or any other financial product, and disputes with a professional adviser in connection with these matters;
 - a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles.
- (c) A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **You**. (Please refer to insured incident **1 Employment Disputes And Financial Compensation Awards** if shown as operative in **Your Schedule**.)
- (d) A dispute which arises out of the:
 - sale or provision of computer hardware, software, systems or services; or
 - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **Your** own specification.
- (f) A dispute arising from a breach or alleged breach of professional duty by an **Insured Person**.
- (g) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.
- (h) The first €600 of **Costs and Expenses** – (a) legal costs unless the dispute is to be dealt with under the Small Claims Court procedure.

5 DEBT RECOVERY

Costs and Expenses for a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- (a) the debt exceeds €750 (excl VAT).
- (b) a claim for debt recovery under this Policy is made within 90 days of the money becoming due and payable.
- (c) **We** have the right to select the method of enforcement, or to forego enforcing judgment if **We** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

Excluding

- (a) Any debt arising from an agreement entered into prior to the start of this Policy if the debt is due within the first 90 days of the start of this Policy.
- (b) Any claim relating to the following:
 - the settlement payable under an insurance policy;
 - the sale, purchase, terms of a lease, licence, or tenancy of land or buildings and disputes with a professional adviser in connection with these matters;
 - a loan, mortgage, pension, guarantee or any other financial product and disputes with a professional adviser in connection with these matters;
 - a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles.
- (c) A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.
- (d) The recovery of money and interest due from another party where the other party indicates that a defence exists.
- (e) Any dispute which arises from debts **You** have purchased from a third party.

6 PROPERTY PROTECTION

Costs and Expenses for a civil dispute relating to material property which is owned by **You**, or is **Your** responsibility following:

- (a) any event which causes physical damage to such material property; or
- (b) a legal nuisance (meaning any unlawful interference with **Your** use or enjoyment of **Your** land, or some right over, or in connection with it); or
- (c) a trespass.

Please note **You** must have, or there must be **Reasonable Prospects** of establishing **You** have, the legal ownership or right to the physical property that is the subject of the dispute.

Excluding any claim relating to

- (a) a contract **You** have entered into (please refer to insured incident 4 Contract Disputes if shown as operative in **Your** Schedule);
- (b) goods in transit or goods lent or hired out;
- (c) goods at premises other than those occupied by **You** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **You**;
- (d) mining subsidence;
- (e) defending **Your** legal rights other than in defending a counter-claim;
- (f) a motor vehicle owned or used by, or hired or leased to an **Insured Person** (other than damage to motor vehicles where **You** are in the business of selling motor vehicles);
- (g) the enforcement of a covenant by or against **You**.

7 BODILY INJURY

At **Your** request, **Costs and Expenses** for an **Insured Person's** and their family members' legal rights following a specific or sudden accident which causes the death of, or bodily injury to them. This includes assisting the **Insured Person** (and family member if applicable) through the claims and legal advice service to register their claim with the **Personal Injuries Assessment Board (PIAB)**.

Excluding any claim relating to

- (a) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
- (b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury;
- (c) defending an **Insured Person's** or their family members' legal rights other than in defending a counter-claim;
- (d) a motor vehicle owned or used by, or hired or leased to an **Insured Person** or their family members;
- (e) clinical negligence;
- (f) the cost of obtaining a medical report when registering a claim with the **Personal Injuries Assessment Board (PIAB)**.

8 TAX PROTECTION

(a) Revenue Audits

Costs and Expenses – (b) accountant's costs in respect of a **Full Revenue Audit** carried out by the Revenue Commissioners into **Your** Business Accounts, and represent **You** in any subsequent appeal proceedings following the **Full Revenue Audit**;

(b) Employers' Compliance

Costs and Expenses – (b) accountant's costs to represent **You** in any appeal proceedings in respect of a dispute concerning **Your** compliance with Pay As You Earn or Social Insurance Contribution Regulations following a **Single Head Revenue Audit** by the Revenue Commissioners or The Department of Social Community and Family Affairs;

(c) VAT Disputes

Costs and Expenses – (b) accountant's costs to represent **You** in any appeal proceedings following a **Single Head Revenue Audit** carried out by the Revenue Commissioners in respect of Value Added Tax due.

Provided that:

- (a) for all insured incidents, **You** have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- (b) **You** and the **Appointed Representative** comply with **Our** claims handling instructions throughout the course of the claim.

Please note **We** will only cover tax claims which arise in direct connection with the activities of the **Business**.

Excluding any claim relating to

- (a) A **Single Head Revenue Audit** in respect of Value Added Tax, Pay As You Earn/Social Insurance Contribution Regulations/Universal Social Charge.
- (b) Any claim arising from a tax avoidance scheme.
- (c) Any claim caused by **Your** failure to register for Value Added Tax.
- (d) Any claim relating to an investigation or enquiry by the Revenue Commissioners into **Your** alleged dishonesty or **Your** alleged criminal activities.
- (e) Reviews conducted by the Revenue Commissioners as part of its review programmes.

HOW WE DEAL WITH TAX PROTECTION CLAIMS

(A Step By Step Guide to **Your** Tax Claim)

Your business is required by law to submit accounts and pay tax to the Revenue Commissioners. This Policy will pay **Your** accountant's costs as specified in the Policy Schedule if the Revenue Commissioners carry out a **Full Revenue Audit** of **Your** business accounts provided that these guidelines are followed.

Please Note: **Single Head Revenue Audits** in respect of VAT, PAYE or Social Insurance Regulations are not covered under this Policy.

Notifying Us of **Your** claim

- (1) If **You** receive notification from the Revenue Commissioners, **You** or **Your** accountant can contact **Us** by phone on 01 670 7470. **We** can send **You** a claim form and give **You** advice about how to make **Your** claim. **We** cannot confirm cover for **Your** claim over the phone.
- (2) When **We** receive the information **We** need to help **You** with **Your** claim **We** will appoint an accountant to act for **You**. If **You** wish **Us** to appoint **Your** own accountant **You** must send **Us** the person's name and address when **You** send **Us** **Your** completed claim form. The accountant appointed by **Us** to act for **You** is referred to as the "**Appointed Representative**" in **Your** Policy and in the guidelines below. **We** will not pay for any accountant's costs that have been incurred for work carried out before **We** have accepted **Your** claim.

Handling **Your** claim

- (1) ARAG tax protection covers the cost of representing **You** in a **Full Revenue Audit** and in any appeal proceedings in respect of a Revenue Audit as specified in the Policy Schedule.
- (2) Once **We** have accepted **Your** claim and have arranged for an **Appointed Representative** to deal with it **We** will agree with the **Appointed Representative** what work is to be carried out on **Your** behalf and the fees that are to be covered under **Your** Policy.
If it is not possible to agree a budget with the **Appointed Representative**, **We** reserve the right to limit the sum payable under the Policy to an amount that is necessary and reasonable in the circumstances.
- (3) The Revenue Commissioners will request information about **Your** accounts. The **Appointed Representative** will prepare this information. They may also be required to meet with the Revenue. **Your** Policy will cover the cost of any necessary meetings provided that **We** have consented to **Your** accountant attending. If it is not possible to negotiate a settlement with the Revenue Commissioners and **You** wish to appeal against the tax demanded **We** will pay for the **Appointed Representative** to represent **You** in appeal proceedings provided that reasonable prospects exist.
- (4) If at any time during the **Full Revenue Audit** the level of fees that **We** have agreed with the **Appointed Representative** is expected to change **We** must be informed of any additional work considered necessary and
- (5) agree in advance any additional fees to be paid under **Your** Policy.

When **We** cannot help

- (1) Please note it is a condition of **Your** Policy that **You** have taken reasonable care to ensure all returns are complete and correct and are submitted within the statutory time limits allowed.
- (2) If the **Appointed Representative** has to carry out routine accounting or corrective work **You** will need to pay any fees for this out of **Your** own funds. It is not normally considered appropriate for accountants to carry out review work on records prior to submission to the Revenue Commissioners but if the **Appointed Representative** considers this is necessary **We** will pay the cost of this provided that **We** have consented to the work being carried out.
- (3) The **Insurer** will not pay costs that have been incurred because the **Appointed Representative** has failed to follow the procedures **We** have specified or has charged fees that **We** have not agreed to pay.
- (4) Please note the exclusions on **Your** Policy in relation to dishonesty, and all other terms and conditions applying to the Policy.

Settling **Your** claim

We will tell the **Appointed Representative** about how **We** will settle their invoice when the audit has been completed.
Conditions precedent to tax protection claims

Other types of tax protection claims

Disputes arising from Employers' compliance with PAYE or PRSI contributions following a single head revenue audit by the Revenue Commissioners or Department of Social Community and Family Affairs; and appeals in relation to VAT assessments following a **Single Head Revenue Audit** are also covered by **Your** ARAG Commercial Legal Protection Policy.

If **You** need to notify **Us** of a claim that arises from either of these circumstances please follow the instructions outlined in (1) and (2) above 'Notifying **Us** of **Your** claim'. **We** will adopt a similar approach when dealing with these claims as for Revenue Audits (refer to paragraphs (1) to (4) above 'Handling **Your** claim') although the actual work carried out by the **Appointed Representative** will differ. Please note **We** cannot cover disputes with the Revenue Commissioners that result from **Your** failure to register **Your** business for VAT.

Exclusions to the Legal Expenses Section

The **Insurer** will not pay for:

- 1 **Late reported claims** Any claim reported to **Us** more than 180 days after the date the **Insured Person** should have known about the insured incident.
- 2 **Costs We have not agreed Costs and Expenses** incurred before the written acceptance of a claim by **Us**.
- 3 **Court awards and fines** Fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incident 1(b) Employment Financial Compensation Awards.
- 4 **Intellectual property rights** Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 5 **Franchise or agency agreements** Any claim relating to rights under a franchise or agency agreement entered into by **You**.
- 6 **Deliberate acts** Any insured incident deliberately or intentionally caused by an **Insured Person**.
- 7 **A dispute with ARAG** A dispute with **Us** or the **Insurer** not otherwise dealt with under policy condition 7).
- 8 **Shareholding or partnership disputes** Any claim relating to a shareholding or partnership share in the business shown in the Policy Schedule.
- 9 **Judicial reviews, inquests, inquiries and injunctions Costs and Expenses** arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions.
- 10 **Nuclear, war and terrorism risks** Any claim caused by, contributed to by or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Criminal Justice (Terrorist Offences) Act 2005;
 - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 11 **Legal action We have not agreed to** Legal action an **Insured Person** takes which **We** or the **Appointed Representative** have not agreed to, or where the **Insured Person** does anything that hinders **Us** or the **Appointed Representative**.
- 12 **Defamation** Any defamation claim brought by or against **You** or an **Insured Person**.
- 13 **Bankruptcy** Any claim where either at the start of, or during the course of a claim:
 - a. **You** are declared bankrupt
 - b. **You** have filed a bankruptcy petition
 - c. **You** have filed a winding-up petition
 - d. **You** have made an arrangement with **Your** creditors
 - e. **You** have entered into a deed of arrangement
 - f. **You** are in liquidation
 - g. part or all of **Your** affairs or property are in the care or control of a receiver or administrator.
- 14 **Calendar date devices** Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 15 **Excess claims Costs and Expenses** arising from or relating to an insured incident also covered by another policy where the claim under this Policy is for the excess applied under the other policy.

Special Conditions to the Legal Expenses Section

1 Your Representation

- (a) On receiving a claim, if representation is necessary, **We** will appoint a **Preferred Law Firm**, or in-house lawyer as **Your Appointed Representative** to deal with **Your** claim. They will try to settle **Your** claim by negotiation without having to go to court.
- (b) If the appointed **Preferred Law Firm** or **Our** in-house lawyer cannot negotiate settlement of **Your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **You** may choose a law firm or tax expert to act as the **Appointed Representative**. **We** will choose the **Appointed Representative** to represent **You** in any proceedings where **We** are liable to pay a compensation award.
- (c) If **You** choose a law firm as **Your Appointed Representative** who is not a **Preferred Law Firm**, **We** will give **Your** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm**. However if they refuse to act on this basis, the most **We** will pay is the hourly amount the **Insurer** would have paid if they had agreed to the **ARAG Standard Terms of Appointment**. The amount the **Insurer** will pay a law firm (where acting on **Your** behalf) is currently €150 per hour. This amount may vary from time to time.
- (d) The **Appointed Representative** must co-operate with **Us** at all times and must keep **Us** up to date with the progress of the claim.

2 Your Responsibilities

An **Insured Person** must:

- (a) co-operate fully with **Us** and the **Appointed Representative**;
- (b) give the **Appointed Representative** any instructions that **We** ask them to.

3 Offers to Settle a Claim

- (a) An **Insured Person** must tell **Us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **Our** written consent.
- (b) If an **Insured Person** does not accept a reasonable offer to settle a claim, the **Insurer** may refuse to pay further **Costs and Expenses**.
- (c) The **Insurer** may decide to pay an **Insured Person** the reasonable value of the claim that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow **Us** to take over and pursue or settle a claim in their name. An **Insured Person** must allow **Us** to pursue at **Our** own expense and for **Our** benefit, any claim for compensation against any other person and an **Insured Person** must give **Us** all the information and help **We** need to do so.

4 Assessing and Recovering Costs

- (a) An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **We** ask for this.
- (b) An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that the **Insurer** have to pay and must pay the **Insurer** any amounts that are recovered.

5 Cancelling an Appointed Representative's Appointment

If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Representative**.

6 Withdrawing Cover

- (a) If an **Insured Person** settles a claim or withdraws their claim without **Our** agreement, or does not give suitable instructions to the **Appointed Representative**, the cover **We** provide will end at once and **We** will be entitled to reclaim any **Costs and Expenses** paid by the **Insurer**.
- (b) If during the course of a claim **Reasonable Prospects** no longer exist the cover **We** provide will end at once. The **Insurer** will pay any **Costs and Expenses** and compensation awards, **We** have agreed to, up to the date cover was withdrawn.

7 Disputes

If there is a disagreement between an **Insured Person** and **Us** about the handling of a claim and it is not resolved through **Our** internal complaints procedure and **You** are a small business the **Insured Person** can contact the Financial Services and Pensions Ombudsman (FSPO) for help. Details available from www.fspo.ie. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by the **Insured Person** and **Us**. If there is a disagreement over the choice of arbitrator, **We** will ask the Chartered Institute of Arbitrators to decide.

8 Expert Opinion

We may require the **Insured Person** to get, at their own expense, an opinion from an expert, that **We** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance

by **Us** and the cost agreed in writing between the **Insured Person** and **Us**. Subject to this **We** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence.

9 Keeping to the Policy Terms

An **Insured Person** must:

- (a) keep to the terms and conditions of this Policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **We** ask for in writing, and
- (e) report to **Us** full and factual details of any claim as soon as possible and give **Us** any information **We** need.

10 Cancelling this Section of the Policy

You can cancel this **Section** of the Policy by telling **Us** at any time as long as **You** tell **Us** at least 14 days beforehand. **We** can cancel this Policy at any time as long as **We** tell **You** at least 14 days beforehand.

Subject to the terms of business between **You** and the person who sold **You** this Policy, **You** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **You** and the person who sold **You** this Policy. Please contact them directly for full details of charges.

11 Fraudulent Claims

We will, at **Our** discretion, void the Policy (make it invalid) from the date of claim, or alleged claim, and/or the **Insurer** will not pay the claim if:

- (a) a claim the **Insured Person** has made to obtain benefit under this Policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

12 Information You Provide

You must take reasonable care to make sure that any information **You** provide when taking out this Policy, or during the term of this Policy, is complete and accurate. If any information **You** are required to provide is not complete and accurate:

- **Your** Policy may be voided or cancelled and the premium kept, or
- part or all of any claim may be refused or not paid, or
- the premium or cover may be revised.

13 Claims under this Policy by a Third Party

Apart from **Us**, **You** are the only person who may enforce all or any part of this Policy and the rights and interests arising from or connected with it.

14 Other Insurances

If any claim covered under this Policy is also covered by another policy, or would have been covered if this Policy did not exist, the **Insurer** will only pay the **Insurer's** share of the claim even if the other **Insurer** refuses the claim. This Policy does not operate to cover excess claims. (Please refer to Exclusion 15 to the Legal Expenses Section).

15 VAT Registration

Where **You** are registered for VAT, any claims payment made under this Policy will be paid net of VAT.

16 Law that applies

This Policy will be governed by Irish Law. All Acts of the Oireachtas within the Policy wording shall include any subsequent amendment or replacement legislation.

Additional Services to the Legal Expenses Section

We provide these services 24 hours a day, seven days a week during the **Period of Insurance**. However, **We** may need to arrange to call **You** back depending on the enquiry. To help **Us** check and improve **Our** service standards, **We** may record all calls.

Commercial Legal Advice Call 1850 670 747

Advice can be provided over the phone on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands. Wherever possible the Commercial Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However if this is not possible they will arrange a call back at a time to suit **You**.

Advice on the laws of the Republic of Ireland can be provided 24 hours a day, 7 days a week, 365 days a year. Where advice is sought on an area of law beyond this jurisdiction or in respect of very specialist matters, **We** will refer **You** to a specialist

adviser. This will include certain areas of law for Scotland and Northern Ireland. Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **You** call outside these times, a message will be taken and a return call arranged within the operating hours.

Health & Medical Information Service Call 1890 254 164

Information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness.

Health and medical information is provided by a medically qualified person 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **You** call outside these times, a message will be taken and a return call arranged within the operating hours.

Counselling Service Call 1850 670 407

Confidential counselling service over the phone for the **Insured Person** (and any members of their immediate family who permanently live with them) if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. Any costs arising from the use of these referral services will not be paid by **Us**.

The counselling service helpline is open 24 hours a day, seven days a week.

We will not accept responsibility if the Helpline Services are unavailable for reasons **We** cannot control. Please do not phone **Us** on the above numbers to report a general insurance claim.



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**Visit our website to find out more
information about our services at**
www.bluesquareunderwriting.ie