



Capital Insurance Markets Specialist Contractor Trades
Your Combined Liability Insurance
Policy Document of Insurance

Policy Guide

Do not wait until You have a claim before You read and understand this Policy and what You are covered for – please read it now and keep it in a safe place

In particular make sure that

- All the details shown in the Schedule are correct (let your Insurance Broker know immediately if any changes are necessary)
- You have read the conditions and exclusions relating to those Sections covered including the General Conditions and Exclusions
- You understand the notes on how to make a claim as stated in General Conditions
- You understand the notes and how to make a complaint as stated in the Complaints Section

If You have any queries about the Policy do not understand any part of it or feel that it does not meet Your requirements please consult your Insurance Broker

IMPORTANT INFORMATION

The Insurer with whom Your Insurance has been effected is shown on Your Schedule.

The information and statements provided by You have been relied upon by Us in entering into this insurance. You must notify Us Immediately of any changes which affect such information and statements and which have occurred either since the cover started or since the last renewal date. If You do not tell Us about relevant changes this insurance may not be valid or may not cover You fully.

This document together with the Schedule and any Endorsements describes the cover during the Period of Insurance You have paid for or are paying for by instalments and for which the Insurer has accepted the premium. The contract of insurance between You and the Insurer consists of Your Broker submission and declaration this Document of Insurance Your Schedule and any Endorsements

In the event of a general enquiry or query relating to Your Document of Insurance (Policy) You the Insured should in the first instance contact the insurance broker who arranged this insurance or the Underwriters at the address below:

Arachas Corporate Brokers Limited t/a Arachas, Capital Insurance Markets, Capital IM, Covercentre is regulated by the Central Bank of Ireland.

Construction House,
Canal Road,
Dublin 6, D06 C6T2.

Under the relevant European and Republic Of Ireland legal provisions the parties to this contract of insurance are free to choose the law applicable to this contract. This contract is governed by the law of the Republic of Ireland.

We operate in accordance with all relevant regulatory and legislative requirements applicable within the territory named above.

In the event of a claim or any circumstance that may result in a claim You must immediately notify the following

Allianz p.l.c.,
Allianz House,
Merrion Road,
Dublin 4
D04 Y6Y6

E Mail: covercentreclaims@allianz.ie

This is to Certify that in accordance with the authorisation granted under contract to Arachas Corporate Brokers Limited trading as Arachas, Capital Insurance Markets, Capital IM, Covercentre (the Underwriters) to operate a binding authority underwriting agreement and to act on behalf of Us whose names are supplied within the Schedule attaching to this Policy the said Insurers are hereby bound each for his own part and not one for another their heirs executors and administrators to insure in accordance with the terms and conditions herein or endorsed hereon

Whereas You, have presented to Us information and statements and declared material information upon which We have relied in deciding to accept this Insurance at the terms conditions and premium stated herein and has paid to Us the premium specified in the Schedule

We hereby agree to the extent and in the manner hereinafter provided to indemnify You against legal liability for Bodily Injury and Loss or Damage for accidents happening during the Period of Insurance stated in the Schedule after such Bodily Injury and or Loss Damage occurs

Provided always that this Policy insures only such Sections and Limits of Indemnity as are so specified in the Schedule as operative

Policy Definitions

We/Us/Our

The Insurer named on the Schedule

You/Your/Yours

The person or company named in the Schedule as the Insured

Bodily Injury

- a) death injury illness or disease
- b) nervous shock
- c) wrongful arrest detention or false imprisonment

The Business

As described in the Schedule and

- a) the provision and management of Your canteen sports social educational and welfare organisations established for the benefit of Persons Employed
- b) the provision and management of first aid ambulance fire and security services in connection with premises occupied by You
- c) ownership repair maintenance and decoration of Your own Property or premises occupied by You
- d) private manual work by any Person Employed for any director partner or senior official provided such work is undertaken with Your consent

Provided that all activities are conducted at or from premises owned or occupied by You within Republic of Ireland

Contracts or Agreements

Contracts or Agreements shall mean

- a) the standard liability and insurance clauses 21 (a) 21(c) and 23(b) of the forms of agreement known as - Royal Institute of the Architects of Ireland Contract Conditions Government Department and Local Authority Contract Conditions
- b) the standard liability and insurance clauses 22 and 23 of the form of agreement known as the Institution of Engineers of Ireland Conditions of Contract (third edition 1980 as revised and reprinted October 1990)

Contract Works

The permanent or temporary work executed or to be executed by You or on Your behalf and all materials brought to the site of that work for incorporation therein and other materials plant tools equipment and Temporary Buildings for the purpose of the execution of the works

Costs and Expenses

- a) legal costs of any claimant for which You are legally liable
- b) all solicitors fees incurred with Our written consent for Your legal representation at
 - I. any coroner's inquest or fatal accident enquiry
 - II. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Bodily Injury or damage to Property
- c) all costs and expenses incurred with Our written consent in respect of a claim against You to which the indemnity provided under this insurance applies

Excess

The amount stated in the Schedule that You will bear in respect of each and every claim including all costs and expenses associated with the investigation and handling of the claim

Limit of Indemnity

The amount specified in the Schedule. Our liability for all damages arising out of any one occurrence or series of occurrences resulting from or due to one source or original cause shall not exceed the amount specified in the Schedule but in respect of Products Supplied and the supply of food and drink that amount shall apply in the aggregate in respect of all occurrences in any one Period of Insurance. If We are required to indemnify more than one party in respect of any occurrence or occurrences Our liability shall not exceed the Limit of Indemnity

Offshore

Any fixed or floating rig or platform and any journey to or from such rig or platform by any means

Person Employed

Any of the following whilst working for You under Your direction or control in connection with The Business shown in the Schedule unless stated otherwise in the following sections

- a) a person under a contract of service or apprenticeship with You
- b) a person under a work experience training scheme
- c) a labour master or labour only sub- contractor or any person supplied or employed by them
- d) a self- employed person
- e) a person hired to or borrowed by You under a contract or agreement stipulating that such person shall be deemed to be in Your employment for the period of such contract or agreement
- f) any voluntary helper

Period of Insurance

The period of time covered by this insurance (as shown in the Schedule) and any further period for which renewal of this insurance is invited and the premium paid or agreed to be paid

Principal

Any company firm partnership public authority or individual for whom You are to carry out work in accordance with the Business under the terms of a Contract

Products Supplied

Products including containers packaging and labels

- a) on which work has been completed by You or on Your behalf at Your normal place of business or that of any party who carried out the work on Your behalf
- b) products which have been sold supplied distributed erected repaired serviced altered treated or installed by You

provided that at the time of the event giving rise to a claim for which indemnity is provided within the terms of this insurance such products are not under Your custody or control or that of any Person Employed

Property

Physical tangible things only

Schedule

The document which shows details of the policyholder the policy number and the cover which applies

System Failure

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system or loss of control (whether or not Your property) caused by

- a) the response of a Computer to any date or date change or
- b) the failure of a Computer to respond to any date or date change or
- c) the loss of or denial of access to any of Your own or third party data or
- d) any loss of or Damage to or change or corruption in data or software on a Computer or Computer system or
- e) any Computer virus or hacking into or degradation of or breach of security in or denial of access to a Computer or Computer system or Website

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information

Territorial Limits

- a) anywhere within the Republic of Ireland Great Britain Northern Ireland the Channel Islands the Isle of Man other than Offshore
- b) member countries of the European Union other than Offshore where You or any Person Employed is temporarily engaged on Your Business provided such persons are ordinarily resident in the Republic of Ireland
- c) elsewhere in the world in respect of commercial visits by directors and non-manual employees normally resident in the Republic of Ireland

Section 1

Employers' Liability

In the event of Bodily Injury caused to a Person Employed within the Republic of Ireland during the Period of Insurance and in connection with The Business occurring within the Territorial Limits We will indemnify You in respect of all sums which You shall be legally liable to pay as compensation for such Bodily Injury provided that We shall not be liable for any amount exceeding the Limit of Indemnity which shall be inclusive of Costs and Expenses

Safety Health and Welfare at Work Act 2005 Legal Defence Costs

Irrespective of whether any person has sustained Bodily Injury We will at Your request pay the Costs and Expenses incurred in defending You or Your director manager or partner or Person Employed in the event of You or such person being prosecuted for an offence under the Safety Health and Welfare at Work Act 2005 or any similar legislation as applicable (Including but not limited to the UK Health and Safety at Work Act 1974 Sections 2-8 only) which occurs during the Period of Insurance within the Republic of Ireland or whilst temporarily in Northern Ireland Great Britain the Channel Islands or the Isle of Man

We will also pay the costs incurred with Our written consent in appealing against any judgement given provided the indemnity granted hereunder does not

- a) provide for the payments of fines or penalties
- b) apply to prosecutions which arise out of any activity or risk excluded from this insurance
- c) apply to prosecutions consequent upon any deliberate act or omission
- d) apply to prosecutions which relate to the health safety or welfare of any Person Employed unless Section 1 is operative at the time when the offense was committed

Your director manager or partner or Person Employed shall be subject to the terms conditions and exceptions of this document in so far as they can apply

Unsatisfied Court Judgement

In the event of a judgement for damages being obtained in the first instance under the Jurisdiction of a Court in the Republic of Ireland or Northern Ireland Great Britain the Channel Islands or the Isle of Man by any Person Employed or the personal representatives of any Person Employed in respect of Bodily Injury arising out of and in the course of his employment or engagement by You which remains unsatisfied in whole or part six months after the date of such judgement

At Your request We will pay to the Person Employed or the personal representatives of the Person Employed the amount of any damages or awarded costs to the extent that they remain unsatisfied provided that

- a) there is no appeal outstanding
- b) the judgement relates to Bodily Injury which would otherwise be within the terms of this insurance
- c) any payment made by Us shall be only in respect of liability for which You would have been entitled to indemnity under Section 1 of this insurance if the judgement had been made against You
- d) We shall be entitled to take over and prosecute for Our own benefit any claim against any other person and You the Person Employed or his personal representatives shall give all information and assistance required

Exclusions applying to Section 1

We shall not be liable in respect of Bodily Injury to any Person Employed sustained

1. where such liability is the subject of compulsory insurance or security in accordance with
 - a) the Republic of Ireland Road Traffic Act 1961 or any subsequent legislation amending or replacing such Act or Order
 - b) the United Kingdom Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order

2. from visits or work Offshore

RIGHTS OF RECOVERY

The indemnity provided by Section 1 is deemed to be in accordance with the law relating to the provision of insurance to a Person Employed by You in the Republic of Ireland or whilst temporarily in Great Britain and Northern Ireland the Channel Islands or the Isle of Man may require but You shall repay to Us all sums paid which We would not have been liable to pay but for the provisions of such law

Section 2

Public Liability

In the event of accidental

- a) Bodily Injury to any person
- b) loss of or damage to Property
- c) obstruction trespass nuisance or interference with any right of way air light water or other easement

occurring within the Territorial Limits during the Period of Insurance and in connection with The Business We will indemnify You in respect of all sums which You shall be legally liable to pay as damages in respect of such event provided that We shall not be liable for any amount exceeding the Limit of Indemnity which shall be inclusive of Costs and Expenses

Safety Health and Welfare at Work Act 2005 Legal Defence Costs

Irrespective of whether any person has sustained Bodily Injury We will at Your request pay the Costs and Expenses incurred in defending You or Your director manager or partner or Person Employed in the event of You or such person being prosecuted for an offence under the Safety Health and Welfare at Work Act 2005 or any similar legislation as applicable (Including but not limited to the UK Health and Safety at Work Act 1974 Sections 2-8 only) which occurs during the Period of Insurance within the Republic of Ireland or whilst temporally in Northern Ireland Great Britain the Channel Islands or the Isle of Man

We will also pay the costs incurred with Our written consent in appealing against any judgement given provided the indemnity granted hereunder does not

- a) provide for the payments of fines or penalties
- b) apply to prosecutions which arise out of any activity or risk excluded from this insurance
- c) apply to prosecutions consequent upon any deliberate act or omission
- d) apply to prosecutions which relate to the health safety or welfare of any Person Employed unless Section 2 is operative at the time when the offence was committed

Your director manager or partner or Person Employed shall be subject to the terms conditions and exceptions of this document in so far as they can apply

Motor Contingent Liability

We will indemnify You within the terms of this Section in respect of legal liability for Bodily Injury or damage to Property caused by or through or in connection with any motor vehicle or attached trailer (not belonging to or provided by You) being used in the course of The Business provided that We shall not be liable for

- a) damage to any such vehicle or trailer or goods carried in or on it
- b) any claim arising while the 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 that of Your representative by any person who to the knowledge of You or Your representative does not hold a license to drive such a vehicle unless such a person has held and is not disqualified from holding or obtaining such a license
 - IV. used elsewhere than in the Republic of Ireland or Great Britain Northern Ireland the Isle of Man or the Channel Islands
 - V. used in circumstances in which it is compulsory for You to insure or provide security as a requirement of any Road Traffic Act legislation

- c) loss or damage in respect of which You are entitled to indemnity under any other insurance

Movement of Obstructing Vehicles

We will indemnify You within the terms of this Section in respect of legal liability arising from any vehicle (not owned or hired by or lent to You) being driven by You or by any Person Employed with Your permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle owned hired by or lent to You or any Person Employed provided that

- a) movements are limited to vehicles parked on or obstructing Your own premises or at any site at which You are working
- b) the vehicle is causing obstruction and will not be driven by any person unless such person is competent to drive the vehicle
- c) the vehicle causing obstruction is driven by use of the owners ignition key
- d) We shall not indemnify You against
 - I. damage to such vehicle
 - II. liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle

Tenants Liability for Leased Hired or Rented Premises

Where You are legally liable for loss of or damage to premises (or fixtures or fittings thereof) hired or rented to You for the purpose of occupancy by You We will indemnify You against such liability

This indemnity will not apply to

- a) the first €150 of such loss or damage caused other than by fire or explosion
- b) loss or damage caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by You or on Your behalf
- c) liability arising out of breach of any term condition or warranty under any other applicable insurance policy

Cross Liability

This insurance shall apply separately to each of You named in the Schedule as if a separate insurance had been issued to each provided that if We are required to indemnify more than one party in respect of any occurrence Our liability shall not in the aggregate exceed the Limit of Indemnity

Car Park and Cloakroom Liability

Where the vehicles or personal effects of persons other than You are held in trust by You or in Your control We will indemnify You against legal liability in respect of loss of or damage to such Property provided that such Property

- a) is not being stored by You for a fee or other consideration or
- b) is not held in trust by You or in Your custody or control for the purposes of work being carried out on such Property

Exclusions applying to Section 2

We shall not be liable in respect of

- 1) Bodily Injury sustained by any Person Employed arising out of and in the course of their employment by You
- 2) Bodily Injury or loss of or damage to Property arising out of any Product other than food or drink supplied for consumption on Your Premises
- 3) loss or damage to Property owned by You or leased rented let or hired to You other than as provided for in Tenants Liability for Leased Hired or Rented Premises extension
- 4) loss or damage to Property which is in Your custody or control other than
 - a) the personal effects of any Person Employed
 - b) premises Including contents thereof temporarily occupied by You for the purpose of and while carrying out any contract work in or on the premises in the course of The Business not being all or part of the temporary or permanent Contract Works
 - c) car park and cloakroom liability
- 5) Bodily Injury or loss of or damage to Property arising from the ownership possession operation or use by You or on Your behalf of any
 - a) locomotive aircraft watercraft hovercraft or oil drilling platform or rig
 - b) any airport or helipad or landing strip or other facility designated for the use of any aircraft or other aerial devices
 - c) mechanically propelled vehicles or attached trailers which are licensed for road use or which are compulsorily insurable under any legislation governing the use of vehicles other than
 - I. mechanical plant working as a tool of trade on any site where You are undertaking work or at Your premises
 - II. the loading or unloading of motor vehicles or trailers
 - III. motor contingent liability or movement of obstructing vehicles provided that an indemnity is not available under any other insurance
- 6) loss of or damage to
 - a) the Contract Works
 - b) Property which is held in trust by You or in Your custody or control or that of any Person Employed or any party who is carrying out work on Your behalf where such Property is held for the purposes of
 - I. sales supply transport or storage
 - II. work being carried out at Your normal place of business or that of the party carrying out the work on Your behalf
- 7) the cost of replacing or reinstating defective work but this exclusion shall not apply to accidental bodily injury or accidental damage to Property arising as a consequence of such defective workmanship
- 8) the cost of recalling altering or making refunds in respect of Products Supplied or Contract Works executed or the cost of remedying any Contract Works executed
- 9) advice design or specification provided separately for a fee or under a separate contract
- 10) all liability in respect of
 - a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
 - b) all loss or damage or Bodily Injury directly or indirectly caused by such pollution or contamination

- c) all costs of cleaning up containing treating detoxifying neutralising removing monitoring of or testing for Pollutants and their effects whether or not the above is performed by the Insured or third parties

other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

Our liability for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

- 11)** any amount in respect of punitive exemplary or liquidated damages or under penalty clauses or collateral warranties
- 12)** Liability arising out of or contributed to directly or indirectly by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated

Section 3

Products Liability

In the event of accidental

- a) Bodily Injury to any person
- b) loss of or damage to Property

occurring within the Territorial Limits or anywhere else in the world other than the United States of America or their possessions or protectorates caused by any Products Supplied of Yours during the Period of Insurance and in connection with The Business We will indemnify You in respect of all sums which You shall be legally liable to pay as damages in respect of such event provided that We shall not be liable for any amount exceeding the Limit of Indemnity which shall be inclusive of Costs and Expenses

Exclusions applying to Section 3

We shall not be liable in respect of

- 1) Bodily Injury or loss of or damage from any Products Supplied by You which is used on or incorporated into or onto any aircraft or aerial device or is used to control the navigation or safety of any aircraft or aerial device
- 2) Bodily Injury sustained by any Person Employed arising out of and in the course of their employment by You
- 3) Bodily Injury or loss of or damage from Products Supplied directly or indirectly to the United States of America and/or Canada and/or their possessions or Protectorates
- 4) All liability in respect of
 - a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
 - b) all loss or damage or Bodily Injury directly or indirectly caused by such pollution or contamination
 - c) all costs of cleaning up containing treating detoxifying neutralising removing monitoring of or testing for Pollutants and their effects whether or not the above is performed by the Insured or third parties
- 5) loss of or damage arising out of the failure of a product or any part thereof to fulfil the purpose for which it was intended or to perform as specified warranted or guaranteed unless such failure is due to unintentional error in the manufacture assembly or installation of the product or any part thereof
- 6) any amount in respect of punitive exemplary or liquidated damages or under penalty clauses or collateral warranties
- 7) All Liability arising out of and Products Supplied Offshore

Special Provisions applying to all Sections

None of the undernoted Special Provisions shall operate to increase Our liability beyond the Limits of Indemnity stated in the Schedule and each Special Provision is subject otherwise to the terms Definitions Exclusions and Conditions of this Policy.

Joint Insured

It is hereby noted and agreed that Local Authorities and/or Public Bodies and/or the Health Service Executive are noted as joint insured under section 2 - Public Liability in relation to any contract undertaken by the Insured on their behalf, but solely in respect of the negligence of the Insured

Indemnity to others

We will indemnify You and Your legal representatives in respect of liability incurred by You

We will also indemnify at Your request

- a) any director or partner
- b) any Person Employed
- c) any Principal for whom You are carrying out a contract for the performance of work but only to the extent required by the conditions of such contract
- d) the owners of plant hired in by You but only to the extent required by the conditions of hire but excluding all physical loss of or damage to hired in plant
- e) against legal liability in respect of which You would have been entitled to indemnity under this insurance if the claim had been made against You
- f) any officer or member of Your canteen sports social educational or welfare organisations established for the benefit of Persons Employed
- g) any persons who provide first aid ambulance fire or security services in connection with premises occupied by You
- h) any director partner or senior official of Yours for whom with Your consent a Person Employed is undertaking private work against legal liability arising from the provisions of such services facilities or work

Sanctions

We shall not be deemed to provide cover and We 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 United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

General Exclusions applying to all Sections

We shall not be liable in respect of

- 1) (a)** loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b)** any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i)** ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii)** the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - (iii)** any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (iv)** the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

The exclusion in sub-clause (iv) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are being prepared stored or used in the normal course of operations by the Insured for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended.

2) any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (a)** war, invasion, acts-of-foreign-enemies, hostilities or warlike-operations (whether war be declared or not) civil-war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- (b)** any Act of Terrorism

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

This Policy also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing or suppressing or in any way relating to anything contained in (a) and/or (b) above.

If the Company allege that by reason of this Exclusion, any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

- 3)** the Excess specified in the Schedule
- 4)** claims for or arising from nervous shock mental anguish or illness stress or any other psychological condition unless the condition complained of is accompanied by and arises directly from actual physical bodily injury
- 5)** claims arising from bullying or harassment unless the condition complained of is accompanied by and arises directly from actual physical bodily injury
- 6)** arising from any unfair dismissal of any kind by You or Your servants or agents
- 7)** any Bodily Injury loss or damage

- (a) in connection with any work carried out at a height in excess of 25 metres above ground level (or basement level where the property has a basement) or floor level in the case of work inside a building or structure
 - (b) arising out of work where the depth of excavation exceeds 5 metres
- 8) any Bodily Injury loss or damage arising from demolition work except involving the demolition of any building or part thereof not exceeding 7.5 metres in height or where such work forms part of an erection, refurbishment or extension contract to be undertaken by you
- 9) any Bodily Injury loss or damage arising from
 - (a) the construction of or any work in or on railways railway installations airports aerodromes aircraft watercraft blast furnaces chimney shafts collieries dams gas works mines power stations steeples towers tunnels viaducts quarries chemical works oil refineries or fuel depots or
 - (b) the construction alteration maintenance or repair of bridges canals docks piers or wharves or
 - (c) pile driving water diversion or sub aqua work
- 10) liability assumed by You by agreement other than by Contracts or Agreements as defined unless such liability would have attached to You notwithstanding such agreements
- 11) any Bodily Injury loss or damage arising directly or indirectly from the manufacture supply installation storage ownership possession handling use repair removal stripping dismantling or disposal of asbestos or other materials which You know or should have known or had reason to suspect contains asbestos

This exclusion shall not apply where if You have an accidental discovery and immediately upon discovery ensure all work ceases and a specific accident causes immediate actual and identifiable bodily injury the definition of which for the purpose of this exclusion alone shall not include illness or disease or mental anguish arising from inhalation of and/or ingestion and/or consumption of and/or absorption of and/or exposure to asbestos fibres and/or dust and/or particles
- 12) the use of explosives for any purpose
- 13) the loss or damage arising directly or indirectly from the use or misuse of the Internet or any Intranet and / or Extra-net and/or caused via Your own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means
- 14) cyber liabilities associated with or caused by an electronic System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability
- 15) loss or damage arising directly or indirectly out of or resulting from pyrite and or pyrite contamination or other contamination of infill material whether or not there is another cause which may have contributed concurrently or in any other sequence
- 16) any Bodily Injury loss or damage arising directly or indirectly from the manufacture supply installation storage ownership possession handling use repair removal stripping dismantling or disposal of polychlorinated biphenyl or other materials which the Insured knows or should have known or had reason to suspect contains polychlorinated biphenyl
- 17) any Bodily Injury loss or damage arising directly or indirectly from the manufacture supply installation storage ownership possession handling use repair removal stripping dismantling or disposal of materials containing or generating respirable crystalline silica dust and/or particles or other materials which You know or should have known or had reason to suspect contains respirable crystalline silica dust and/or particles

18) any Bodily Injury or loss or damage caused by or attributable to

- (a) any Fungus(i) Mould(s) mildew or yeast or
- (b) any Spore(s) or toxins created or produced by or emanating from such fungus(i) Mould(s) mildew or yeast or
- (c) any substance vapour gas or other emission or organic or inorganic body substance produced by or arising out of any Fungus(i) Mould(s) mildew or yeast or
- (d) any material product building component building structure or any concentration of moisture water or other liquid within such material product building component building or structure that contains harbours nurtures or acts as a medium for any Fungus(i) Mould(s) mildew yeast or Spore(s) or toxins emanating therefrom

regardless of any other cause event material product and/or building component that contributed concurrently or in any sequence to that claim loss suit injury damage Costs and Expenses

For the purpose of this Exclusion the following Definitions are added :

Fungus(i) includes but is not limited to any plants or organisms belonging to the major group Fungi lacking chlorophyll and including moulds rusts mildews and mushrooms

Mould(s) includes but is not limited to any superficial growth produced on damp or decaying organic matter or on living organisms and Fungi that produced moulds

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any Fungus(i) Mould(s) mildew plants organisms or micro organisms

19) any Bodily Injury loss or damage or costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto

General Conditions applying to all Sections

Interpretation

This document and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this document or Schedule shall bear such meaning wherever it may appear. Any phrase or word in this policy and the Schedule will be interpreted in accordance with Republic of Ireland legislation

Conditions Precedent to Liability

You shall fulfil all terms provisions conditions and endorsements of the Policy in so far as they relate to anything to be done or complied with by You. Additionally the truth of the statements answers and information supplied in connection with this policy shall be a condition precedent to any liability of the company to indemnify You under this policy

It is hereby noted and agreed it is a condition precedent to Liability that you shall check that all sub-contractors appointed by the Insured hold current Employers' and Public / Products Liability Insurance and that the policy provides indemnities at least equivalent to that provided under this policy

Alteration of Risk

You shall give immediate notice in writing to Us of any alteration or change affecting the risk insured

Safety Statement

It is a condition precedent to liability under this policy that You shall have a Safety Statement or otherwise be compliant with Section 20 of the Safety Health and Welfare at Work Act 2005

Safe Pass

It is a condition precedent to liability under this policy that all Employees and any other operative for whom the Insured is responsible have a valid Safe Pass Registration Card

Claims Procedure

On the discovery of any circumstance or event which may give rise to a claim under this Policy it shall be a condition precedent to liability that You

1. Shall immediately give written notice to Us or Our appointed claims representatives
 - (a) of any circumstances which may give rise to a claim and/or claims being made against You and for which there may be liability under this Policy
 - (b) when a claim is actually made against You (whether written or oral) for which there may be liability under this Policy
 - (c) immediately You have knowledge of any impending prosecution inquest or fatal accident inquiry in connection therewith
2. Shall as regards such circumstances of which You are aware may give rise to a claim and/or claims made against You
 - (a) provide Us or Our appointed claims representatives with such particulars and information as We may require immediately on request
 - (b) forward to Us or Our appointed claims representatives immediately on receipt every letter Claim Form Writ Summons or other legal process
 - (c) give all information and assistance required as soon as practicable and where We or Our appointed claims representatives have conduct of proceedings within such time limits as are specified in any relevant Practice Directions and pre-action protocols as may be issued and approved from time to time or as notified by Our legal representatives

- (d) No admission offer promise payment or indemnity shall be made or given by or on Your behalf without Our prior written consent. We shall be entitled at Our entire discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute for Our own benefit and at Our own cost any claim for indemnity or compensation or otherwise against any other persons. Failure to provide full assistance may result in refusal of indemnity

Reasonable Precautions

You shall take all reasonable precautions

- a) in the selection of employees and sub-contractors
- b) to prevent accidents loss damage or Bodily Injury and to maintain ways to works machinery plant and premises in good order and repair
- c) to comply with all statutory obligations and regulations imposed by any authority

Application of Heat

It is a condition precedent to liability that the following precautions must be adhered to on each occasion where working away from Your premises that You or any person acting on Your behalf use any process which involves the application of heat.

Electric Oxy-Acetylene or similar Welding or Cutting Equipment

- a) The immediate area in which the operation is to be carried out must be segregated to the greatest practicable extent by the use of screens made from incombustible material
- b) The whole of this segregated area must be adequately cleaned and freed from combustible material before operations begin
- c) Immovable combustible materials will be protected by overlapping screens of incombustible material
- d) Combustible floors in this area will be liberally covered with sand or protected by coversheets of incombustible material
- e) Where work is being carried out in an enclosed area an additional Employee of the Insured or an Employee of the occupier shall be present at all times to guard against an outbreak of fire. This person shall have a suitable fire extinguisher to hand for immediate use
- f) No work should be carried out unless specifically authorised by the Occupier who should also be asked to approve the safety arrangements
- g) Suitable fire extinguishing appliances will be kept available for immediate use at the scene of the operations
- h) Before "Burning Off" metalwork built into or projecting through walls or partitions an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat
- i) After termination of each period of work and prior to leaving the site a thorough examination must be made in the area in which the work has been undertaken to ensure no possibility of ignition or re-ignition

Blow Lamps and Blow Torches, Electrical Paint Strippers and Paint Guns

- a) Suitable fire extinguishing appliances will be kept available for immediate use at the scene of operations
- b) Blow lamps and blow torches will be lighted as short a time as possible before use and extinguished immediately after use
- c) Lighted blow lamps blow torches and electrical paint strippers and heat guns operating under power will not be left unattended

- d) After termination of each period of work and prior to leaving the site a thorough examination must be made in the area in which the work has been undertaken to ensure no possibility of ignition or re-ignition

Asphalt Bitumen and Tar Heaters

- a) All heating of asphalt bitumen tar or pitch will be carried out in a suitable vessel in the open using bottled gas
- b) Where the vessel is used on a roof it will be placed on a surface of incombustible material
- c) The vessel will not be left unattended whilst the heating source is lit
- d) After termination of each period of work and prior to leaving the site a thorough examination must be made in the area in which the work has been undertaken to ensure no possibility of ignition or re-ignition

Burning of Debris

- a) Fires are to be in a cleared area at a distance of at least ten metres from Property
- b) Fires are not to be left unattended at any time
- c) A suitable fire extinguisher is to be kept available for immediate use

Subject otherwise to the Terms Exclusions and Conditions of this Document.

Demolition Warranty

It is a condition precedent to liability that where demolition work is undertaken by contractors appointed by You all such contractors shall have their own Employers' Liability and Public Liability insurance with limits of indemnity not less than on Your insurance and that any terms or conditions on their insurance do not reduce the cover below the level of Your insurance

Underground Services Warranty

You warrant that prior to undertaking digging or excavation work You shall take all reasonable steps to ascertain the position of all pipes cables and other underground services including the inspection of plans of all services and in particular plans held by any local or public utility authority or company

Project Supervisor Construction Stage Warranty

You warrant that You comply with the Safety Health & Welfare At Work Act 2005, the Safety Health & Welfare At Work (General Application) Regulations 2007, and Safety Health & Welfare (Construction) Regulations 2013

We reserve the right to ask You to satisfy Us as to Your competence to act as Project Supervisor Construction Stage at any time during the currency of the policy

If You fail to comply with Our request to provide information relevant to such enquiry or if the information provided is not of sufficient detail or quality to satisfy Us as to Your competency We will have the right to cancel this cover by sending fourteen days notice by registered letter to Your last known address

Adjustment

It is a condition precedent to liability that within sixty days from the expiry of this insurance You shall supply a statement of wages paid to Persons Employed by You including self-employed persons and labour only subcontractors or such other particulars and information as We may require (and shall if We so request provide an auditors certificate in support thereof) for the purpose of assessing any premium which may be due to or from You or Us subject to any minimum premium stated in the Schedule. You shall keep an accurate record of such particulars which shall be available to Us for inspection

On adjustment We will retain a minimum of 100% of the deposit premium for each Section

Cancellation

We may cancel this insurance by sending fourteen days notice by registered letter to You at Your last known address and this cancellation will be effective from midnight on the fourteenth day immediately following the date of the registered letter. In such event You shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance subject always to the terms of General Condition and any minimum premium stated in the Schedule

In the event of cancellation by You the return premium shall be calculated in accordance with the short rate scale below. There will be no return of premium in respect of any policy on which a claim has been notified

| Duration | Earned Premium |
|-------------------|-----------------------|
| 1-4 month on risk | 50% of annual premium |
| 5 months on risk | 60% of annual premium |
| 6 months on risk | 70% of annual premium |
| 7 months on risk | 75% of annual premium |
| 8 months on risk | 80% of annual premium |
| 9 months on risk | 85% of annual premium |

Renewal of Insurance

We shall not be bound to send any notice of the renewal premium becoming due nor to renew this insurance

Misrepresentation

This insurance shall be voidable if there has been misrepresentation misdescription or non-disclosure of any material fact or if any claim made by You or on Your behalf to obtain any benefit under this insurance shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof no compensation shall be payable hereunder

Other Insurance

This insurance does not apply in respect of any liability which at the time such liability arises is insured by or would but for the existence of this policy be insured by any other policy or policies

Arbitration

If any difference arises as to the amount to be paid under this Policy (liability and coverage having been otherwise admitted by Us) such difference shall be referred to an arbitrator to be appointed by You and Us in accordance with statutory provisions. Where any difference is referred to arbitration in accordance with this condition the making of an award shall be a condition precedent to any right of action against Us.

Observance of Terms

You must comply with the terms provisions Conditions and Endorsements of this insurance and the statements in Your Broker submission and declaration made by You or on Your behalf must be true for Us to be liable to make any payment under the insurance

Discharge of Liability

We may at any time pay the Limit of Indemnity (after the deduction of any sum already paid) or any lesser amount for which a claim or claims can be settled and shall be under no further liability except for the payment of Costs and Expenses incurred prior to the date of payment with Our written consent

Subrogation

Any person seeking indemnity under this insurance 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 of theirs or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Our paying for or making good any liability loss destruction or damage under this insurance whether such acts and things shall be or become necessary or required before or after indemnification by Us

The Excess

It is a condition precedent to Our liability under this policy that You must immediately pay Us such amount or part of when so requested.

Duty of Disclosure

Any facts or changes, known to You, affecting the risk since the inception of the Policy or last renewal date (whichever is the later) must be disclosed to Us.

Failure to disclose may mean that the Policy will not provide You with the cover required, a claim may not be paid or the Policy may be declared invalid and void or may be cancelled.

Credit Reference Agencies

Your information may be linked to and Your application assessed using credit reference agency records e.g. Irish Credit Bureau, relating to anyone with whom you have a joint account or similar financial association

IMPORTANT INFORMATION IN RELATION TO YOUR ALLIANZ POLICY

Your insurer

The underwriter of your insurance is Allianz p.l.c., having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6. Companies Registration No. 143108. Vat no 4887986M. Our contact details are: tel: +353 1 6133000, fax: +353 1 6134444, and email: info@allianz.ie.

Regulatory Status

Allianz p.l.c. is regulated by the Central Bank of Ireland and is subject to the Central Bank of Ireland's Consumer Protection Code and Minimum Competency Code which offer protection to consumers. These Codes can be found on the Central Bank's website: www.centralbank.ie.

What we do

Allianz p.l.c. is a non-life insurance undertaking which underwrites personal, commercial, education, religious and social insurance products. When dealing directly with personal customers we underwrite general insurance products on a non-advised information only basis.

How we charge

The charge for our services is the premium (including, where applicable, a government levy). This premium and any optional covers are separately set out in your Schedule/Renewal notice.

Remuneration

Please be aware that an Allianz staff member may receive a payment in relation to the processing of your policy.

Policy Alteration, Additional and Return Premiums

Where your policy is altered during any Period of Insurance we will recalculate your premium. This may result in an additional premium due to us, or a return premium due to you subject to any minimum premium(s). Where applicable, a government levy will be applied to your premium calculations.

Alteration to terms and conditions

In the event of a claim we may advise you, at the time of your next renewal, of altered policy terms and conditions which increase your premium and/or excess, and/or reduce cover.

Language & Customer Communications

Your policy and all communications with you or by you to us will be in English. For Allianz Direct customers: We will publish your insurance documentation in the MyAllianz portal. On request we will also provide your documentation by post.

Governing law

You and we may choose the law applicable to this contract. It is hereby agreed that this contract is governed by Irish Law unless we agree with you otherwise in writing. The Irish Courts will have jurisdiction to hear any dispute other than any dispute which must be referred to arbitration under the arbitration clause of this policy.

Default

Non-payment of your premium or part thereof (including where you are using our Direct Debit option) or breach by you of certain conditions of your policy may lead to your policy being revoked or cancelled, in accordance with the terms in that respect set out in your policy.

Right of Withdrawal

You have the right to withdraw from this policy, provided you have not made a total loss claim, within 14 days of the latest of:

- (1) the starting date of cover, or
- (2) the date on which you receive the full terms and conditions of your Policy.

Withdrawal effectively means that no policy was ever in place, and you may exercise this right by notice in writing to us at the address given above, quoting your policy number. Should you exercise this right we will refund you any part of your premium you have paid less an administration charge as detailed in your Schedule. Please note that the right of withdrawal does not apply if the insurance policy under which insurance cover is provided is for less than 1 month.

Complaints

We aim to deliver the very highest standards of customer care. Consequently, should we fail to meet your expectations we will aim to resolve your concerns promptly and fairly.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact your broker. In the event that you remain dissatisfied and wish to escalate any complaint, you can do so as follows :

If your complaint is about Capital Insurance Markets by referring to :

Head of Compliance, The Courtyard, Carmanhall Road, Sandyford Business Estate, Dublin 18 D18 X377

If your complaint is about Allianz p.l.c. by referring with your details to :

Chief Customer Officer, Allianz plc, Allianz House, Elmpark, Merrion Road, Dublin 4 D04 Y6Y6, Tel: +353 1 6133000, email: info@allianz.ie.

If your complaint is not resolved to your satisfaction and you remain dissatisfied with our final response to your complaint you can refer your complaint to:

(1) The Financial Services and Pensions Ombudsman , Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Tel: +353 1 567 7000. email: info@fspoi.ie, website: www.fspoi.ie – details of the Financial Services and Pensions Ombudsman process is included on its website.

and/or

(2) Insurance Information Services – Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1, Tel: +353 1 6761820, Fax: +353 1 6761943, email: info@insuranceireland.eu website: www.insuranceireland.eu

If you are a resident of Northern Ireland, you may also refer your complaint to the Financial Ombudsman Service. You must do this within six months of the date of our decision. The contact details are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR, Telephone 0800 023 4567, Fax 020 7964 1001 Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk.

Compensation

Please note that in the event of Allianz being unable to pay a claim, you may be entitled to compensation from the Insurance Compensation Fund in Ireland.

Call Recording

Please note that Allianz may record and monitor telephone calls for regulatory, training and quality purposes.

Data Protection Statement – Allianz plc Fair Processing Notice

This privacy statement/notice tells you how we use your information and confirms that your Data Controller is Allianz plc (“we”, “us”, “our”), Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6, Ireland. Email: info@allianz.ie. Our Data Protection Officer is contactable at: DataProtectionOfficer@allianz.ie or please write to The Data Protection Officer, Allianz plc, Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6, Ireland.

1. What Personal Information We Collect

Type of Information

The type of information we collect and use will differ depending on the type of product or service you have with us but includes (please note that this is not an exhaustive list):

Name, address (including Eircode), date of birth, policy numbers, contact details, PPS number (or any other relevant tax identification numbers) (if required by legislation), occupation, employment details, gender, insurance requirements including details about your home or vehicle, years of residency in Ireland or the UK, driving licence details, marketing preferences and renewal dates of policies with other insurers, claims history, bank and payment card details, records of payments and arrears, VAT and other relevant tax numbers, CCTV footage, membership status of any relevant bodies, penalty point information and Road Traffic offences, telematics data, dashboard camera video footage, credit score and on-board vehicle diagnostics information. Further details of information we collect can be found under specific headings in this Data Protection Statement.

Other People’s data:

As well as collecting your personal data, we may also use personal information about other people, for example, family members you wish to insure on a policy, dependents (where relevant for suitability purposes), insured persons (where different from the applicant/policyholder) family health history of insured persons, limited personal information about trustees/beneficiaries (where policies are under trust), executors, nominated representatives and attorneys (under power of attorney).

Sensitive information

We may ask for health information or details of past or pending offences, unspent criminal convictions or other sensitive information about the person who is being insured, their family members or any other persons associated with the insurance policy. We recognise the sensitivity of collecting this information, so we will only ask for it to arrange, manage or administer an insurance contract, handle claims, or prevent fraud. Where we process health data for the purpose of a policy of insurance we will take suitable and specific measures to safeguard the fundamental rights and freedoms of individuals.

Given the fact that data relating to health and criminal convictions is particularly sensitive information, we only collect and use such data as follows:

Purpose: Health data is used for the purposes of obtaining/providing quotes and providing insurance services to assist in the administration of a policy including any complaints or claims you may have.

Basis: Irish Data Protection law permits us to use health data where we need to and where it is proportionate for the purposes of a policy of insurance.

Purpose: Criminal conviction data is collected and used for the purposes of obtaining/providing quotes and handling any complaints you may have.

Basis: Performance of a contract: under which we provide insurance services and assisting in the administration of a contract (the insurance policy); Consent (where another person provides your criminal conviction data to us so that we can provide them with a quote); and to take steps at your request before entering into a policy (e.g. obtaining/providing a quote)

We may also need to use your health and/or criminal data for the purposes of establishing, exercising or defending legal rights, including in connection with claims or proceedings and where authorised by law.

You do not have to provide us with any personal information, however, should you be unable to provide us with the required personal data, we will be unable to provide you with a quote, insurance or process a claim that you make.

2. How we collect your personal information

We may collect personal information about you from: you; your named driver (if you are purchasing or renewing a motor policy); joint policyholder; our intermediaries, your broker (or other representative), insured persons (where different from the applicant/policy owner); when you visit one of the Allianz Group websites (where you are purchasing or renewing a policy) or through cookies and other similar technologies when you visit our website or download and use one of our apps; when you visit a website aggregator; insurance industry databases and other commercial databases; third parties involved in a claim (including a claimant, private investigators engaged by us, witnesses, solicitors and independent experts); communicating with us via social media platforms; requesting any information from us; other people who live with you in an insured property (if you are purchasing or renewing a home insurance policy); your agents, attorneys (under powers of attorney), nominated representatives and other third parties relevant to you and/or the policy, including your legal advisers; publicly available information including social media websites and online content, newspaper articles, TV, radio and other media content, court judgements; telephone calls, which we may record or monitor for regulatory, training and quality assurance purposes; other records within Allianz if you have or have had other insurance policies with or sought a quote from us or another Allianz company or third party claims; Insurance Ireland (insurance industry’s representative body) who operate a confidential phone line (Insurance Confidential) for individuals to report suspect fraud; and Credit referencing agencies.

Where you provide personal data relating to any person under the age of 16 years (“child”), Allianz will seek to verify that you are the parent/guardian of such a child. This is to ensure that you can authorise the processing of personal data relating to that child in order for Allianz to provide the insurance, deal with a complaint or claims.

3. How we use your personal information

Purpose: to obtain/provide a quote, for underwriting and pricing an insurance policy including making a decision as to whether we can provide you with cover and at what price; and to investigate, validate, arrange, handle, manage or administer a claim which you or another person makes in relation to your insurance policy.

Legal Basis: Legitimate interest in managing our business; for the performance of a contract under which we provide insurance; and in order to take steps at your request prior to entering into a contract of insurance.

Purpose: To provide you with insurance cover, administer and process your insurance policy, including dealing with any queries or changes, payments, renewals and processing a cancellation of your policy; make payments to you or receive payments from you; provide you with services such as breakdown assistance; processing of any complaints; and maintain and store records on our computer systems.

Legal Basis: For the performance of a contract under which we provide insurance.

Purpose: To verify your identity.

Legal Basis: For the performance of a contract under which we provide insurance.

Purpose: To carry out financial sanctions checks and prevention of financial crime.

Legal Basis: For the performance of a contract under which we provide insurance; in order to take steps at your request prior to entering into a contract of insurance; to comply with legal obligations; and public interest.

Purpose: To comply with laws and regulations.

Legal Basis: To comply with legal obligations.

Purpose: For marketing purposes, customer satisfaction surveys, and data analytics including profiling, to develop and enhance the customer relationship and journey as part of our business strategy; for management information purposes including portfolio assessment, risk assessment, performance reporting and management reporting; for a proposed portfolio transfer, reorganisation, transfer, disposal or other transaction relating to our business; managing our business effectively (e.g. with third party service suppliers); for audit purposes and managing our legal affairs including exercising our legal rights and defending claims; to maintain arrangements we have with reinsurers; to manage our IT security and network; to carry out statistical analysis and reporting to help improve services and products; staff training in how to perform their duties and provide a better service to you; monitor recorded customer calls to assess our staff's customer service; provide online services; and to enhance our applications and product offerings.

Legal Basis: Legitimate interest in managing our business; to better understand our customers; improve product and/or service enhancement; and monitor and assess business performance.

Purpose: To detect and prevent fraud.

Legal Basis: For our legitimate interest in managing our business; for the performance of a contract under which we provide insurance; and to comply with our legal obligations.

If you are purchasing a policy, we also use certain information and consult certain databases as follows:

Information Used: logging of any new claims notifications and any claim settlement for damage and injury.

Purpose: to confirm your personal data and verify claims information and/or for prevention and detection of crime and fraud through the Claims and Underwriting Exchange Database and Insurance Link Anti-Fraud register.

Processing is necessary: to comply with legal obligations.

Information Used: address details.

Purpose: to verify address and surrounding location information using the Ecad Database.

Processing is necessary: in order to take steps at your request prior to entering into the policy or for the performance of your policy.

Information Used: vehicle registration number.

Purpose: to identify whether a vehicle has been taxed, NCT or if the vehicle has been involved in a claim or written off using the VRN system.

Processing is necessary: in order to take steps at your request prior to entering into the policy or for the performance of your policy.

Information Used: Driving Licence Number.

Purpose: to validate your driving licence number with the relevant authority; to validate the number of penalty points disclosed by you; to validate the licence date and country of origin of the licence.

Processing is necessary: in order to take steps at your request prior to entering into the policy or for the performance of your policy.

Information Used: registration number of your vehicle.

Purpose: provide information about your insurance policy for inclusion in the Motor Third Party Liability Database (MTPL); the information contained on this database may be used by government bodies such as an Gardai Síochána (Gardai) and the Motor Insurance Bureau of Ireland (MIBI) for purposes permitted by law, including electronic licensing and law enforcement.

Processing is necessary: to comply with legal obligations.

Information Used: registration number of your vehicle.

Purpose: If you have a commercial motor fleet or motor trade policy, you will be issued with a Unique Identification Number by your insurer to upload your personal information on to the National Fleet Database. We and other government bodies such as the Gardai and MIBI can check this database for the information you have uploaded. For further information, please go to www.nfd.ie.

Processing is necessary: in order to take steps at your request prior to entering into the policy or for the performance of your policy; and to comply with legal obligations.

Information Used: vehicle registration number and No Claims Discount (NCD) PIN.

Purpose: When we provide you with a quote or renew your policy of motor insurance, we access the National Vehicle Data File controlled by the Department of Transport, Tourism and Sport to validate: driver numbers; and number of penalty points per driver. Where you provide us with an NCD PIN number, we will verify your No Claims Discount information using the IIDS Hub, where such information is made available by your previous insurer.

Processing is necessary: in order to take steps at your request prior to entering into the policy or for the performance of your policy.

4. How we share your personal information with others

We may share your personal information with: the Allianz Group, our agents, third parties who provide services to us (engineers, repairers, motor assessors, loss adjusters, expert appraisers, expert witnesses etc.), your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators); providers of essential services (e.g. telecommunications, postal/courier providers, IT service providers, software providers, payment processor); other third parties involved in administering your contract; regulatory bodies and law enforcement bodies, including the Garda (for example, where we are required to do so to comply with a relevant legal or regulatory obligations); reinsurers who provide reinsurance to Allianz (reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations; they will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies); witnesses to any accidents/incidents to which you are involved; any party you have given us permission to speak to (e.g. your representative, a relative or a friend); any party named under your insurance policy; industry and trade bodies; and claimants and their legal or medical representatives.

The personal information you provide may be used by us and shared with other insurers as well as certain statutory and other authorised bodies for anti-fraud purposes: other insurance companies to confirm information provided (including where you are purchasing a motor insurance policy, for the purposes of validating any No Claims Discount) and to safeguard against non-disclosure and help prevent fraudulent claims; public bodies including the Department of Tourism, Transport and Sport, the Department of Finance and the Garda; the Insurance Link Anti-Fraud register (for more info see www.inslink.ie) to prevent and detect fraud; the Integrated Information Data System (IIDS) to verify information including penalty points and No Claim Discount (NCD) to combat fraud; the Motor Insurers' Bureau of Ireland (MIBI) to assist in preventing or detecting theft and fraud and to pay claims; private investigators, tracing debtors or beneficiaries, recovering debt, managing your accounts and/or insurance policies; vehicle history check suppliers/ databases to protect our customers, inform our acceptance criteria and assist in claims investigations; and other fraud prevention, ID verification databases available in the insurance industry and publicly available information to detect or prevent possible criminal activity or fraud.

We will use your personal information to detect and prevent fraudulent practices and fight financial crime to meet our regulatory responsibilities. If you purchase a product from our website or other Allianz sales channel, we will also ask you for payment details. We need this information so we can process the payment associated with any product purchased. We collect information to help us improve our products and services and let people know about products and services that we believe will be of interest to them. This may be through a range of channels including via email, online advertising or social media. We will always do this in accordance with marketing preferences provided.

Where we obtain data from the above sources, the categories we obtain will be personal data or claims information relating to insurance profiling, claims handling and fraud prevention. We may need your consent for the processing of certain data and in these cases, we will inform you of such processing and the reason for this at the time consent is captured.

Protecting Information Outside the European Economic Area

Your personal data may be transferred to and/or accessed from a country outside the European Economic Area ("EEA"). We will always take steps to ensure that any transfer of information outside the EEA is carefully managed to protect your privacy rights. Such transfer/access within the Allianz Group will be covered on the basis of the Allianz Group binding corporate rules (BCRs) known as the Allianz Privacy Standard (APS) which contractually obliges each member to ensure that your personal information receives an adequate and consistent level of protection wherever it is transferred within the Group. Where we transfer your data to a non-Allianz Group member or other companies providing us with a service, we will obtain contractual commitments and assurances from them to protect your personal information. These assurances are well recognised certification schemes like Standard Contractual Clauses. We will only transfer your personal information to countries which are recognised as providing an adequate level of legal protection or where we can be satisfied that alternative arrangements are in place to protect your privacy rights. Any requests for information we receive from law enforcement or regulators will be carefully validated before personal information is disclosed.

Representation

If you provide information about someone else, such as an additional insured, we will endeavour to provide this Data Protection Statement to them. Where it is not possible to do so, you must make them aware of this Data Protection Statement and the terms of the insurance (including changes to the terms or processing activities) and encourage them to read this Data Protection Statement to find out more.

Online Information

When you visit the www.allianz.ie website, we may record information about your computer or mobile device, including hardware and software used, general location, when and how you interact with our websites. This information is used to note your interest in our websites and improve customer journeys.

How long we keep your personal information

We will keep your personal data only for as long as it is required for your insurance contract, to handle claims and to comply with our legal and regulatory obligations as documented in our Records Management Policy. For the majority of policy data, this is seven years after the end of that transaction. If you do not accept a quote or complete an application for an insurance policy, your data will be kept for fifteen months and processed in line with this Statement. When a potential claim or actual claim is taken out on a policy, we hold details around

this claim until a full and final settlement has been agreed. In most cases this should be seven years after the final settlement date or where a child was involved the later date of seven years after the child has turned eighteen or the settlement date. In certain cases, we are obliged to hold onto records for longer periods and we do so in line with our legal responsibilities. For more information on our data retention policies please refer to the "Contacting Us" section below.

Your rights in relation to your personal information

You have the right to request a copy of your personal data, and to have incorrect personal data about you corrected. You also have the right to withdraw your consent for the processing of your personal data, have your personal data erased, or the processing restricted. Please note that withdrawing consent and requests for restriction/erasure may affect our ability to provide you with a contract of insurance. Some of the above rights are subject to limitations in order for us to comply with a number of legal and regulatory obligations. You have the right to data portability for insurance purposes (contact dataprotectionofficer@allianz.ie). You also have the right to lodge a complaint with the Data Protection Commissioner. For further information, please see the section "Contacting Us" below.

Automated decision making

As part of the provision of your insurance contract, including at quotation stage, Allianz may use automated decision-making. This means that we may use an automated underwriting model which uses your personal data to evaluate, analyse or predict the performance of your contract of insurance. Premiums are calculated according to the risk of loss, with the risk ascertained on the basis of profiling by way of a pricing tool and system. This avoids unfair discrimination. Certain motor policies also use Telematics (Allianz Safe Driver App) where driving behaviour is used to measure driving performance and to determine the nature and level of the risk associated with your insurance policy. In these cases, suitable safeguards are in place and you have the right to human intervention to express your interests and contest automated decisions. If you are making a claim, we may use profiling and other forms of automated processing to assess if your claim may be fraudulent and we may use your sensitive information, to carry out this assessment. For example, we may use your unspent motoring convictions for motoring insurance. We use automated decision making as it is necessary for entering into, or performance of your insurance policy between you as the data subject and Allianz as data controller, and other uses such as those authorised by law.

In the event that profiling determines you have a high risk profile, we may not be able to offer you an insurance policy. If you wish to review an automated decision with Allianz, please contact us on dataprotectionofficer@allianz.ie.

Up to date information

In order for us to keep your information accurate and up to date, please contact Allianz or your insurance intermediary (where applicable) if any of your details change. For contact details, please see "Contacting Us" below.

Direct Marketing

If your chosen preference is to receive marketing, we may contact you by email, SMS, phone or post with helpful information on products, services, special offers and competitions from Allianz Plc, Allianz Group companies and relevant third parties. If you no longer wish your information to be used for marketing purposes please write to us at Allianz Plc, Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6 or e-mail us at info@allianz.ie.

Contacting Us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection Officer by either emailing, DataProtectionOfficer@allianz.ie or please write to The Data Protection Officer, Allianz plc, Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6, Ireland.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Office of the Data Protection Commissioner at any time. The details of the Data Protection Commission are as follows:

Data Protection Commission
Canal House, Station Road,
Portarlinton, County Laois.

Telephone: +353 (0)761 104 800 or +353 (0)57 868 4800
Locall Number: 1890 252 231
Email: info@dataprotection.ie
Fax: +353 57 868 4757

We may amend this Statement from time to time, in whole or in part, at our discretion. The latest version of this document will always be available at www.allianz.ie and will take effect on the date that it is updated.

Please review this Data Protection Statement periodically to ensure you remain informed.