



Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Richard O'Dwyer
Managing Director, Hiscox Ireland

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Ireland Customer Relations either in writing at:

Hiscox Ireland Customer Relations
Hiscox SA (Irish branch)
The Observatory
7-11 Sir John Rogerson's Quay
Dublin 2
D02 VC42
Republic of Ireland

or by telephone on +353 1800 901 903
or by email at customerrelations.ireland@hiscox.com

If you remain dissatisfied after the internal complaint resolution process and if you are a consumer (as defined in the Financial Services and Pensions Ombudsman Act 2017) you have the right to refer your complaint to the Financial Services and Pensions Ombudsman. The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolve complaints with pensions providers and regulated financial services providers.

Contact details:
Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin
DO2 VH29

Phone: +353 1 567 7000
Email: info@fspoi.ie
Web: www.fspoi.ie

If you have purchased your policy online you can also make a complaint via the EU's ODR online dispute resolution platform. The website for the ODR platform is: <http://ec.europa.eu/odr>. Alternatively, you can also contact:

Commissariat aux Assurances
7, boulevard Joseph II
L-1840 Luxembourg

Email: caa@caa.lu

Insurance Ombudsman
ACA
12, rue Erasme
L - 1468 Luxembourg

Phone: +352 44 21 44 1
Fax: +352 44-02-89
Email: mediateur@aca.lu



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Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning +353 (0) 1238 1800 or by emailing us at dataprotectionofficer@hiscox.com.

We collect and process information about you in order to provide 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, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our cookies policy at: www.hiscox.ie/cookies, and our privacy policy at: www.hiscox.ie/privacy.



General terms and conditions

Policy wording

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Asbestos risks	<ol style="list-style-type: none">1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of;2. asbestos, asbestos fibres or material containing asbestos; or3. exposure to asbestos, asbestos fibres or materials containing asbestos;
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Computer or digital technology	Any program , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
Computer or digital technology error	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none">1. use, creation, handling, entry, modification or maintenance of; or2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, any computer or digital technology.
Cyber attack	Any digital attack which is designed to: <ol style="list-style-type: none">1. gain access to;2. extract information from;3. cause damage to; or4. disrupt access to or the operation of: any computer or digital technology, including but not limited to any: <ol style="list-style-type: none">a. virus;b. malicious search engine optimization;c. malicious clicking on any pay-per-click links;d. crypto-jacking; ore. denial of service attack or distributed denial of service attack.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area stated in the schedule.
Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none">1. computer or digital technology; or2. data held electronically by you or on your behalf.
Nuclear risks	<ol style="list-style-type: none">1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;2. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;3. all operations carried out on any site or premises on which anything in a. or b. above is located.



General terms and conditions

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Period of insurance	The time for which this policy is in force as stated in the schedule.
Personal data	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation.
Policy	This insurance document and the schedule, including any endorsements .
Programs	A set of instructions written in a computer language which tells a computer or digital technology how to process data or interact with ancillary equipment.
Social engineering communication	<p>Any request directed to you by a person improperly seeking to obtain possession, access to, or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to, where such person improperly:</p> <ol style="list-style-type: none">1. impersonates or claims to be another person who would be lawfully entitled to possession of or access to, or to authorise transactions in respect of, such virtual currency, money, securities, data or property had they made such a request; or2. assumes the identity of another person who you reasonably believe exists and would be lawfully entitled to possession of or access to, or to authorise transactions in respect of such virtual currency, money, securities, data or property had they existed and made such request.
Space perils	Conditions in space, including but not limited to the presence of electromagnetic radiation, charged particles emitted by the sun or other celestial bodies or the impact of extra-terrestrial objects that can affect human activity and technology.
Terrorism	<p>An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:</p> <ol style="list-style-type: none">1. is committed for political, religious, ideological or similar purposes; and2. is intended to influence any government or to put the public, or any section of the public, in fear; and<ol style="list-style-type: none">a. involves violence against one or more persons; orb. involves damage to property; orc. endangers life other than that of the person committing the action; ord. creates a risk to health or safety of the public or a section of the public; ore. is designed to interfere with or to disrupt an electronic system.
Virus	Programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware and other malicious software or viruses.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurer named in the schedule.
You/your	The insured named in the schedule.



General terms and conditions - consumers

Policy wording

IMPORTANT NOTICE: THE FOLLOWING GENERAL TERMS AND CONDITIONS APPLY ONLY TO CONSUMERS FALLING WITHIN THE DEFINITION OF 'CONSUMER' IN THE CONSUMER INSURANCE CONTRACTS ACT 2019 I.E.:

1. A NATURAL PERSON, NOT ACTING IN THE COURSE OF BUSINESS;
2. A SOLE TRADER, PARTNERSHIP, TRUST CLUB OR CHARITY (NOT BEING A BODY CORPORATE), WITH AN ANNUAL TURNOVER IN ITS PREVIOUS FINANCIAL YEAR OF €3 MILLION OR LESS; OR
3. AN INCORPORATED BODY THAT:
 - A. HAD AN ANNUAL TURNOVER IN ITS PREVIOUS FINANCIAL YEAR OF €3 MILLION OR LESS; AND
 - B. IS NOT A BODY CORPORATE THAT IS A MEMBER OF A GROUP OF COMPANIES WITH A COMBINED ANNUAL TURNOVER (IN THE PREVIOUS FINANCIAL YEAR OF THE GROUP OF COMPANIES), OF GREATER THAN €3 MILLION.

NON-CONSUMERS SHOULD REFER BELOW TO THE GENERAL TERMS AND CONDITIONS – NON-CONSUMERS.

Conditions precedent

General condition 7, below and General claims condition 1 and the conditions shown in each section under the heading **your obligations** are all conditions precedent to **our** liability. **We** may not make any payment, or may reduce the amount of any payment under this insurance if **you** fail to comply with all the requirements of those conditions.

General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

Representations

1. Any statement of opinion or statement as to the existence of a state of affairs made by **you** in connection with this **policy** shall have effect solely as a representation made by **you** prior to entering into this **policy**.

Pre-contractual duty of disclosure

2. In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**.

You must answer all questions that **we** ask **you** before entering into the **policy** or on renewal honestly and with reasonable care.

Where **we** ask **you** to answer a specific question, the subject matter of the question is material to the risk **we** are undertaking or the calculation of the premium or both.

If **you** fail to answer the questions **we** ask honestly and with reasonable care, **we** shall be entitled to the remedies as set below if the non-disclosure of material information was an effective cause of **us** entering into this **policy**, and on these terms.

Provided that **you** have discharged this duty of disclosure before entering into the **policy** or a previous renewal, then at renewal **you** are only required to provide **us** with the additional information that **we** expressly request. If **you** do not provide any new information in response to **our** request and **you** continue to pay the renewal premium, **we** shall presume that the information **you** previously provided has not altered.

Renewal of **your policy** does not remedy any previous breach of **your** obligations under this clause.

Misrepresentation and remedies

3. If **you** or anyone acting on **your** behalf provided an answer to a question posed by **us** before entering into the **policy** or on renewal and that answer involved a misrepresentation, then **our** remedies shall depend on the nature of the misrepresentation as follows:
 - a. If such answer involves an innocent misrepresentation (that is, one that was neither negligent nor fraudulent) and a claim has been made under the **policy**, **we** will pay **your** claim subject to the **policy** terms and conditions and will not avoid the **policy** on the ground that there was a misrepresentation;
 - b. If such answer involves a negligent misrepresentation (that is, one that was not fraudulent):
 - i. If **we** would not have entered into this **policy** on any terms, **we** may treat this **policy** as having been void from the date **we** entered into the **policy** and



General terms and conditions - consumers

Policy wording

- refuse all claims, in which case **we** will return the premium to **you**;
- ii. If **we** would have entered into this **policy** but on different terms (other than terms relating to the premium), this **policy** will be treated as if it had been entered into on those different terms from the outset, if **we** so require;
 - iii. If **we** would have entered into this **policy** (whether the terms relating to matters other than the premium would have been the same or different) but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a claim; or
 - iv. Where there are no outstanding claims under **your policy**, **we** can choose one of the remedies (i), (ii) or (iii) above, or choose to terminate the policy by giving **you** reasonable notice.
- c. If such answer involves a fraudulent misrepresentation and a claim has been made under the **policy**, or where your conduct involves fraud of any other kind, **we** will be entitled to treat this **policy** as having been void from its inception and **we** are not required to return the premium.
- Alteration of risk and material changes
4. **We** may refuse a claim made by **you** where there is a change in the subject matter of the contract of insurance and circumstances have changed to the extent that the new risk is something which **we** did not agree in writing to cover by an express term of the **policy**, endorsement, written confirmation or otherwise.
- Suspensive conditions
5. Any term in the **policy** or other documents issued by **us** that imposes a continuing restrictive condition on **you** shall be treated as a suspensive condition, and a breach of that term will suspend **our** liability under the **policy** from the time of the breach until the time when the breach is remedied, if it is capable of being remedied. **We** will have no liability to **you** for any claim if the loss occurs during the period when **our** liability is suspended.
- If a breach of a continuing restrictive condition has not increased the risk of the loss that has occurred (being the loss for which **you** are making a claim under the **policy**), **our** liability will not be suspended and **we** will still be liable subject to other terms and conditions of the **policy**.
- This clause applies to any term in the **policy** that has the effect of reducing the risk in the **policy** relating to:
- a. a particular type of loss;
 - b. loss at a particular time; or
 - c. loss in a particular location.
- Any breach by **you** of the type of term in (a), (b) or (c) above shall only suspend **our** liability in respect of that particular type of loss, or loss at a particular time or loss in a particular location, and if the breach has been remedied by the time the loss giving rise to the claim has occurred **we** will be liable for **your** claim, subject to the other terms and conditions of the **policy**.
- Due diligence
6. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair.
- Premium payment
7. **We** will not make any payment under this **policy** unless **you** have paid the premium.
- Right to withdraw: cooling-off period/ cancellation
8. **You** may cancel this **policy** by giving **us** notice of the cancellation in writing within 14 working days after the date when **you** are informed that the **policy** has been concluded. If **you** cancel the **policy**, **you** will be released from any further obligation arising from the **policy** and **we** will not impose any financial cost on **you** other than the costs of the premium for the period of cover.
- We** may cancel the **policy** by giving 30 days written notice. If **we** have agreed that **you** can pay **us** the premium by installments and **we** have not received an installment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which the premium installments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.
- Where **we** notify **you** that **we** are cancelling the **policy**, **we** will repay the balance of the premium for the unexpired term of the **policy** without imposing any financial cost on **you**



General terms and conditions - consumers

Policy wording

	<p>and will provide the reason or reasons for the cancellation.</p>
Third party rights	<p>8. You and we are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Consumer Insurance Contracts Acts 2019.</p> <p>A third-party has all of the rights as set out in the Consumer Insurance Contracts Act 2019, including the right to request information from the insurer and the right to make a claim in the circumstances set out in and in accordance with the Consumer Insurance Contracts Act 2019.</p>
Multiple insureds	<p>9. The most we will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p>
Subrogation	<p>10. We will not exercise our subrogation rights against some other person if that other person does not have insurance in respect of their liability to you, and where you have decided not to exercise your rights against that other person because:</p> <ol style="list-style-type: none">you and that other person are members of the same family or cohabitants, oryou expressly or impliedly consented to the use, by that other person, of a motor vehicle that is the subject matter of the policy. <p>If that other person does have insurance in respect of their liability to you, we are entitled to exercise our subrogation rights against that other person, but we will not recover more than the amount that that other person may recover under any liability insurance in respect of the loss.</p> <p>Notwithstanding the above, we are entitled to exercise our subrogation rights against that other person where the conduct of that other person which gave rise to the loss was serious or willful misconduct.</p> <p>We will not exercise any rights of subrogation against your employee unless the loss was caused by the employee intentionally or recklessly and with knowledge that the loss would probably result.</p> <p>Notwithstanding any provision of this policy, any amounts recovered when exercising our rights of subrogation in respect of loss shall be distributed in accordance with the Consumer Insurance Contracts Act 2019.</p>
Aggregate limit	<p>11. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance.</p> <p>If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.</p>
Cover under multiple sections	<p>12. Where you, including anyone within the meaning of you or insured person in any section of the policy, are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy, being the section that provides the most advantageous cover to you or the party entitled to cover.</p>
Other insurance	<p>13. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.</p>
Governing law	<p>14. This policy is governed by the laws of Ireland.</p>



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Arbitration

15. Any dispute arising out of or relating to this insurance, including over its construction, application, and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. The arbitrator will be an experienced Irish barrister or practicing solicitor. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland. If **you** do not refer a dispute within one year, **you** will be considered to have abandoned **your** dispute.

Sanctions

16. **We** will not make any payment under this **policy** if making such payment 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 terms and conditions – consumers

Policy wording

General claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

Your obligations

1. **We** may not make any payment under this **policy** or may reduce the amount of any payment if **you** fail to:
 - a. give **us** prompt notice of any claim or threatened claim or anything which is likely to give rise to a claim under this **policy** against **you**, in accordance with the terms of each section;
 - b. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim or any potential subsequent claim.
 - c. subject to the General Condition on Subrogation above, give **us** all assistance which **we** may reasonably require to pursue recovery of amounts we may become liable to pay under this **policy**, in **your** name but at **our** expense

Claims co-operation

It shall be a continuing restrictive condition of the **policy** that **you** shall co-operate with **us** in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.

Notification of claims

We will not refuse to pay a claim solely on the basis that **you** have failed to comply with a specified notification period, provided that **your** failure to comply with the specified notification period does not prejudice **us** in any way.

Fraudulent claims

If a claim contains information that is false or misleading in any material respect which **you** either know or consciously disregard whether it is false or misleading, **we**:

1. shall be entitled to refuse to pay the claim; and
2. shall be entitled to terminate the **policy** by giving notice to **you**, and the **policy** will be treated as terminated from the date that **you** submitted the fraudulent claim, and **we** shall refuse liability for any claim made after the fraudulent claim and retain **your** premium.

This does not affect **your** rights in relation to any valid claim made under this **policy** before the date of any fraudulent claim or where fraudulent evidence or information is submitted or adduced in support of a valid claim.



General terms and conditions – non-consumers

Policy wording

IMPORTANT NOTICE: THE FOLLOWING GENERAL TERMS AND CONDITIONS APPLY ONLY TO NON-CONSUMERS

Conditions precedent

General conditions 2, 3 and 4 below, general claims condition 1 and the conditions shown in each section under the heading **your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

- Basis of insurance
1. Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure **you** is incorporated into and forms the basis of this **policy**.
All facts and matters which might be relevant to **our** consideration of **your** proposal must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.
- Change of circumstances
2. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy**. (A material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance.) **We** may then change the terms and conditions of this **policy**.
- Due diligence
3. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair.
- Premium payment
4. **We** will not make any payment under this **policy** unless **you** have paid the premium.
- Cancellation
5. **You** or **we** can cancel the **policy** by giving 30 days written notice. **We** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under €10.
If **we** have agreed that **you** can pay **us** the premium by installments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium installments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.
- Multiple insureds
6. The most **we** will pay is the relevant amount shown in the schedule.
If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.
You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.
- Aggregate limit
7. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.
If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.



General terms and conditions – non-consumers

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- Cover under multiple sections 8. Where **you**, including anyone within the meaning of **you** or insured person in any section of the **policy**, are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, **we** shall only provide cover under one section of the **policy**, being the section that provides the most advantageous cover to **you** or the party entitled to cover.
- Other insurance 9. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.
- Governing law 10. This **policy** will be governed by the laws of Ireland.
- Arbitration 11. Any dispute arising out of or relating to this insurance, including over its construction, application, and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. The arbitrator will be an experienced barrister or practicing solicitor. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland. If **you** do not refer a dispute within one year, **you** will be considered to have abandoned **your** dispute.
- Sanctions 12. **We** will not make any payment under this **policy** if making such payment 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 claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

- Your obligations 1. **We** will not make any payment under this **policy** unless **you**:
- give **us** prompt notice of any claim or threatened claim or anything which is likely to give rise to a claim under this **policy** against **you**, in accordance with the terms of each section;
 - give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
 - make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim or any potential subsequent claim;
 - give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.
- Fraud 2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.
- Recovering a loss payment 3. **We** shall be entitled at **our** discretion to take over and conduct in **your** name the investigation, defence, pursuit or settlement of any claim.
- We** shall be entitled to pursue recovery of payments made under this insurance, in **your** name but at our expense, and **you** must give **us** all assistance **we** may reasonably require.



Medical malpractice Policy wording

The General terms and conditions, as applicable and the following terms and conditions all apply to this section.

Special definitions for this section

Business activities	The activities shown in the schedule, or proposal form, or in material representations agreed by us, which you perform in the course of your business .
Communicable disease	Any communicable, infectious or contagious disease including any related variation, strain, virus, complex or syndrome.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you , including representation at a coroner's inquest, arising out of the death of any patient of yours .
Malpractice	Any bodily injury, mental injury, illness, disease or death of any patient caused by any negligent act, error or omission committed by you : <ol style="list-style-type: none">1. in the performance of a business activity; or2. in the course of a Samaritan act.
Samaritan act	Treatment administered by you at the scene of a medical emergency, accident or disaster at which you are present either by chance or in response to a S.O.S. call following a disaster.
You/your	Also includes any person who was, is or during the period of insurance becomes your partner director, senior manager, employee, member of the ethics committee, or volunteer performing activities in the course of your business .

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your business activity within the geographical limits for clients, any party brings a claim against you or your employee or volunteer for:</p> <ol style="list-style-type: none">1. malpractice;2. negligence or breach of a duty of care; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>We will also pay defence costs, but we will not pay costs for any part of a claim not covered by this section.</p>
Avoiding a potential claim against you	<p>If your client has reasonable grounds for being dissatisfied with the work you have done, refuses to pay for any or all of it, including amounts you legally owe to sub-contractors at the date of the refusal, and threatens to bring a claim against you for more than the amount owed, it may be possible to settle the dispute with the client by your agreeing not to press for the disputed amount. If so, we will pay you the amount owed to you at that time if we believe that this will avoid a legitimate claim for a greater amount and we have given our prior written approval to settling in this way and for this amount.</p> <p>Alternatively, if it is not possible to reach agreement with the client on this basis but we still believe that by not pressing for the disputed amount you will avoid a legitimate claim or counterclaim for a greater amount, we will pay the amount owed to you at that time. If a claim is still brought, we will deal with it but our total payment, including what we have already paid you or on your behalf, will not exceed the applicable limit of indemnity shown in the schedule. You must return the amount we have paid if you eventually recover the debt less your reasonable expenses.</p> <p>Once we agree to make this payment you will assign to us such rights as you have in relation to the amounts owed to you.</p> <p>We will not make any payment for any part of a claim not covered by this section.</p>



Medical malpractice Policy wording

Your own losses

Loss of documents

If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount shown in the schedule.

What is not covered

Matters specific to your business

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. **your** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legislation or regulation related to these activities.
 2. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
 3. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
 4. or contributed to by, resulting from or in connection with a **computer or digital technology error**.
 5. transmission of a computer **virus**.
 6. any claim or loss directly or indirectly due to, contributed to by, or resulting from or in connection with any:
 - a. **cyber attack**;
 - b. **hacker**;
 - c. **social engineering communication**;
 - d. any fear or threat of 6.a. to 6.c. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.d. above
 7. **your** liability under any contract which is greater than the liability **you** would have at law without the contract, unless **our** prior written agreement has been obtained.
 8. activities carried out in the name of a consortium, joint venture or profit-sharing scheme in which **you** are a party, unless our **prior** written agreement has been obtained.

Matters insurable elsewhere

9. the death or any bodily or mental injury or disease suffered by anyone, other than **malpractice**.
10. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
11. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.
12. the loss, damage or destruction of any tangible property. This clause does not apply to **your** own loss under the Loss of documents cover in **What is covered**.
13. **your** supply, manufacture, sale, installation or maintenance of any product.
14. defamation.

Directors and officers' liability

15. any liability or breach of any duty or obligation owed to **you** or **your** shareholders by any of **your** directors, officers, trustees or board members, including but not limited to:
 - a. any allegation of insider trading;
 - b. any breach of any duty of corporate liability;
 - c. any statement, representation or information concerning **you** or **your business** contained in **your** accounts, reports or financial statements

Personal liability

16. any personal liability incurred by any director, officer, trustee, or board member of **yours** when acting in that capacity or managing **your business** other than when performing a



Medical malpractice Policy wording

	business activity for a client or advertising .
Deliberate, reckless or dishonest acts	17. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. 18. the performance of any business activity by you whilst under the influence of intoxicants or narcotics.
Pre-existing problems	19. any shortcoming in your work or your own loss which you knew about, or ought reasonably to have known about, before we agreed to insure you .
Date recognition	20. date recognition .
Personal data claims	21. the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data .
Infrastructure interruption	22. any failure or interruption of services provided to you by a third party service provider including but not limited to an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers.
War, terrorism, nuclear, asbestos or space perils	23. war, terrorism, nuclear risks, asbestos risks or space perils .
Aids and hepatitis	24. hepatitis non-A or any condition directly or indirectly caused by, or associated with Human Immunodeficiency Virus (HIV), even if this is initially named as either HTLV III or LAV or is a mutant, derivative or variation, or is in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named.
Abuse or Molestation	25. any physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive
Use of instruments	26. the handling, use or storage of any tool or implement used in the performance of a business activity which is intended to penetrate tissue or be in contact with bodily fluid, either that of a human or an animal, unless any such tools or implements are handled, used and stored at all times in accordance with the manufacturer's instructions.
Injectable treatments	27. any injectable or filler treatments unless photographs or digital images are taken of the client capturing the treatment area of their body both immediately prior to treatment and after treatment and are retained by you for a minimum of three years.
Clinical trials	28. any clinical trial or research project conducted by or for you .
Communicable disease	29. or contributed to by, resulting from or in connection with communicable disease . However: a. this exclusion does not apply to any claim or loss for bodily injury directly arising out of the administration of any vaccination by you that is stated in the schedule as forming part of your business activities ; b. this exclusion does not apply to any claim or loss for bodily injury directly arising out of coronavirus disease (Covid-19) testing that is stated in the schedule as forming part of your business activities ; c. this exclusion does not apply to any special limit stated in the schedule for claims arising from coronavirus (Covid-19) or any related variation, strain, complex or syndrome. However, we will not in any event make any payment for claims or loss directly or indirectly due to or contributed to by, resulting from or in connection with any of the following: i. the efficacy or inefficacy of any vaccine; ii. any bodily injury that arises directly or indirectly from anything that is inherent within a vaccine itself;



Medical malpractice Policy wording

	<ul style="list-style-type: none">iii. any coronavirus disease (Covid-19) testing that is not stated in the schedule as forming part of your business activities;i. any incorrect positive or negative test result or diagnosis for coronavirus (Covid-19);v. any direct or indirect economic loss suffered by anyone as a result of any form of testing for coronavirus disease (Covid-19), save for the cost of treatment or care directly arising out of bodily injury.
Claims brought by a related party	B. We will not make any payment for: <ul style="list-style-type: none">1. any claim brought by an insured within the definition of you or any party with a financial, executive or managerial interest in you, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of your business activity.
Restricted recovery rights	2. that part of any claim where your right of recovery is restricted by any contract, unless our prior written agreement has been obtained to that contract.
Consequential loss	3. your lost profit, mark-up or liability for VAT or its equivalent. 4. any trading loss or trading liability including those arising from the loss of any client, account or business.
Non-compensatory payments	5. fines and contractual penalties, aggravated, punitive or exemplary damages, and additional damages under section 128 (3) of the Copyright and Related Acts, 2000 or any statutory successor to that section.
Claims outside the applicable courts	6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

The most **we** will pay for the total of all claims, losses and **defence costs** is the single limit of indemnity shown in the schedule, irrespective of the number of claims. **You** must pay the **excess** shown in the schedule for each claim, including **defence costs**.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes claims and losses arising after, as well as during, the **period of insurance**.

Paying out the limit of indemnity

At any stage of a claim, **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for that claim or its **defence costs**.

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of a shortcoming in **your** work for a client which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.

If **we** accept **your** notification, **we** will regard any subsequent claim as notified to this insurance.
 - b. the receipt of notice from any person of an intention to hold **you** responsible for any **malpractice**, error or omission.
 - c. every letter, claim, writ, summons or process against **you** for **malpractice** or alleged **malpractice**.



Medical malpractice Policy wording

- d. **your** discovery that any tangible document of **yours** has been physically lost, damaged or destroyed.
2. if, when dealing with **your** client or a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.
3. unless **you** at all times:
 - a. maintain accurate descriptive records of all professional services provided and equipment used in procedures, including but not limited to batch numbers of any product injected, which shall be available for inspection and use by **us** or **our** duly appointed representatives; and
 - b. retain the records referred to in 3.a. above for a period of at least six years from the date of treatment and, in the case of a minor, for a period of at least six years after that minor attains majority.
4. unless the equipment, tools or implements used in the performance of **your business activities** which are suitable to be used more than once (i.e. approved by the manufacturer for that purpose) are sterilised prior to such use in accordance with Department of Health guidelines or equivalent.
5. unless:
 - a. **you** and **your** employees shall ensure that all personal protective equipment is maintained in an efficient state, in efficient working order and in good repair in accordance with World Health Organization guidelines; and
 - b. **you** shall ensure that all of **your** employees that use, supervise or manage the use of personal protective equipment have received adequate training, which should include the correct use of the equipment, the risks that may arise from its use and the precautions to take in the safe use of the equipment in order to comply with World Health Organization guidelines; and
 - c. **you** and **your** employees shall ensure that the following minimum personal protective equipment protection is used when engaging with suspected or confirmed cases of **communicable disease**:
 - i. respiratory protection – FFP2 or FFP3 respirator (valved or non-valved version); and
 - ii. eye protection – goggles (or face shield); and
 - iii. body protection – long-sleeved water-resistant gown; and
 - iv. hand protection – gloves.

Control of defence

This is a duty to defend section. This means that **we** have the right and duty to defend **you** against any claim or part of a claim brought against **you** which is covered by this section and which **we** consider **you** have reasonable prospects of successfully defending.

If **we** do not consider that **you** have reasonable prospects of defending a claim or part of a claim, **we** have the right but not the obligation to take control of and conduct in **your** name, the investigation, settlement or defence of the claim or part of the claim. Proceedings will only



Medical malpractice Policy wording

	be defended taking into account the commercial considerations of the costs of defence. We may request that an opinion be obtained from a mutually agreed senior counsel, as to the prospects of you successfully defending a claim or part of a claim. Such opinion shall be binding on you and us . The costs of obtaining such opinion shall be met by us .
Appointment of legal representation	If a covered or partially covered claim is brought against you , then we have the right to appoint suitably qualified legal representation to defend you . We may appoint your own solicitor but on a similar-fee basis as our solicitor and only for work done with our prior written approval.
Partially covered claims	If a claim which is only partially covered by this section is brought against you , amounts relating to the non-covered parts of the claim will be deducted from our final settlement. We will not pay costs for any part of a claim not covered by this section. We and you agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If you and we cannot agree on a fair allocation, you and we agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.
Payment of full limit of indemnity	We have no duty to defend you against any claim where we pay you the applicable limit of indemnity as described in How much we will pay , Paying out the limit of indemnity.
Payment of excess	Our duty to make any payment under this section arises only after the applicable excess is fully paid. The excess will only be eroded by the covered parts of a claim.



Public and products liability

Policy wording

The General terms and conditions, as applicable and the following terms and conditions all apply to this section.

Special definitions for this section

Abuse or molestation	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Drone	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Mental injury	A diagnosed recognisable psychiatric injury.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including but not limited to noise, electromagnetic fields, radiation, radio waves, pyrite, mica or mould.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none">bodily injury or property damage occurring during the period of insurance;personal injury or denial of access committed during the period of insurance; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs, but we will not pay costs for any part of a claim not covered by this section.</p>
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none">has not, in our reasonable opinion, caused or contributed to the claim against them;



Public and products liability

Policy wording

- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

Additional cover

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered

Property for which you are responsible

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
- 1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. employees' or visitors' vehicles or effects while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
 - 2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, **drones**, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

 - a. any **tool of trade**;
 - b. the loading or unloading of any vehicle off the highway.

Injury to employees

- 3. **bodily injury** to any person arising out of and in the course of their employment under a contract of employment/contract of service or apprenticeship with **you**.

Abuse

- 4. **abuse or molestation**.

Pollution

- 5. a. i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
- b. any **pollution** occurring in the United States of America or Canada.

Cyber incident

- 6. or contributed to by, resulting from or in connection with any:
 - a. **cyber attack**;
 - b. **hacker**;
 - c. **social engineering communication**;
 - d. any fear or threat of 6.a. to 6.c. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way



Public and products liability Policy wording

	relating to 6.a. to 6.d. above.
Computer or digital technology error	7. any computer or digital technology error .
Computer virus	8. transmission of a computer virus .
Professional advice/services	9. designs, plans, specifications, formulae, directions or advice prepared or given by you or professional services provided by you .
Your products	10 the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts. a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products ; b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products ; c. any products relating to drones or self-balancing motorised scooters.
Inefficacy	11 inefficacy .
Deliberate or reckless acts	12 any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	13 your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	14 date recognition .
War, terrorism, nuclear, asbestos or space perils	15 war, terrorism, nuclear risks, asbestos risks or space perils .
Impact or contact sports	16 a. death or bodily injury to any person taking an active part in any sport involving the striking of an opponent with any part of the body or any implement including but not limited to fencing, boxing, kick boxing, karate, kung fu, kendo, mixed martial arts, taekwondo, pororesu, jujutsu, muay thai, judo, unifiight, judo and wrestling; b. death or bodily injury caused by the action or inaction of a participant(s) against another participant(s) taking an active part in any sport involving competitive physical contact between participants including but not limited to association football (soccer), Australian rules football, American football, rugby, hockey, ice hockey, lacrosse, hurling, water polo.
Treatment or care	17 the provision of or failure to provide any treatment or care of a person or animal, other than the provision of first aid in connection with your business .
Infrastructure interruption	18 any failure or interruption of services provided to you by a third party service provider including but not limited to an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers.
Personal data claims	19 the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data .
Restricted recovery rights	B. We will not make any payment for: 1. that part of any claim where your right of recovery is restricted by any contract.



Public and products liability Policy wording

- | | |
|--|--|
| Non-compensatory payments | 2. fines and contractual penalties, punitive or exemplary damages. |
| Claims outside the applicable courts | 3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.
This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts. |
| Claims outside the geographical limits | 4. any claim brought against you resulting from work you undertake in any country outside the geographical limits . |

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Special limits

- | | | | | | |
|--|--|--|------|-----------------------|------|
| Products | For claims arising from your products , the most we will pay is a single limit of indemnity for the total of all such claims. We will also pay for defence costs for those claims until the limit of indemnity has been exhausted. You must pay the relevant excess shown in the schedule. | | | | |
| Pollution | For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs , including any claims forming part of a series of other claims regarded as one claim under this section. The most we will pay for defence costs in relation to pollution claims is the amount shown in the schedule. You must pay the relevant excess shown in the schedule. | | | | |
| Claims brought against you in USA or Canada | If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs . You must pay the relevant excess shown in the schedule. | | | | |
| Criminal proceedings costs | The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance . | | | | |
| Court attendance compensation | We will pay you the following compensation for each day, or part day:
<table border="0"><tr><td>1. You or your partner or director</td><td>€325</td></tr><tr><td>2. Any other employee</td><td>€130</td></tr></table> <p>The most we will pay for the total of all court attendance compensation is €13000.</p> | 1. You or your partner or director | €325 | 2. Any other employee | €130 |
| 1. You or your partner or director | €325 | | | | |
| 2. Any other employee | €130 | | | | |
| Paying out the limit of indemnity | At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs . | | | | |



Public and products liability Policy wording

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which is likely to give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.

You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring you quote your policy number:

by email to: hiscoxirelandclaims@hiscox.com; or

by post to: Hiscox SA (Irish branch), The Observatory, 7-11 Sir John Rogerson's Quay, Dublin 2 D02 VC42.

2. unless you notify **us** as soon as practicable of:
 - a. **your** discovery that **products** are defective;
 - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** client or a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Correcting problems

We will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim.

Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, solicitor or any other appropriate person to deal with the claim.

We may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Partially covered claims

If a claim which is only partially covered by this section is brought against **you**, amounts relating to the non-covered parts of the claim will be deducted from **our** final settlement. We will not pay costs for any part of a claim not covered by this section. We and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If **you** and **we** cannot agree on a fair allocation, **you** and **we** agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.

Payment of full limit of indemnity

We have no further duty to defend **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity.

Payment of excess

Our duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.



Employers' liability Policy wording

The General terms and conditions, as applicable and the following terms and conditions all apply to this section.

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	Any person normally resident in the Republic of Ireland working for you in connection with your business who is: <ol style="list-style-type: none">1. employed by you under a contract of employment/contract of service or apprenticeship;2. hired to or borrowed by you;3. self-employed and working on a labour-only basis under your control or supervision;4. engaged by labour-only sub-contractors;5. a labour master or a person supplied by him;6. engaged under a work experience or training scheme;7. a voluntary helper.
Mental injury	A diagnosed recognisable psychiatric mental injury.

What is covered

Claims against you	<p>If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	<p>If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you.</p>
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none">1. has not, in our reasonable opinion, caused or contributed to the claim against them;2. accepts that we can control the claim's defence and settlement in accordance with the terms of this section;3. has not admitted liability or prejudiced the defence of the claim before we are notified of it;4. gives us the information and co-operation we reasonably require for dealing with the claim.



Employers' liability Policy wording

Additional cover

Court attendance
compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day, that their attendance is required by **our** solicitor.

What is not covered

We will not make any payment for:

1. any claim or loss directly or indirectly due to:
 - a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore.
 - b. any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.
 - c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.
2. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, judgment or award from outside the applicable courts.
3. any claim or loss directly or indirectly due to, contributed to by, or resulting from or in connection with any:
 - a. **cyber attack**;
 - b. **hacker**;
 - c. **social engineering communication**;
 - d. any fear or threat of 3.a. to 3.c. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 3.a. to 3.d. above.
4. any claim or loss directly or indirectly due to, contributed to by, or resulting from or in connection with any **computer or digital technology error**.
5. any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.
7. any claim or loss directly or indirectly due to any failure or interruption of service provided by an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers.
8. any claim or loss directly or indirectly due to, contributed to by, or resulting from or in connection with **war, terrorism, nuclear risks, asbestos risks or space perils**.



Employers' liability Policy wording

How much we will pay

We will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

Special limits

Criminal proceedings costs

We will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.

Court attendance compensation

We will pay **you** the following compensation for each day, or part day:

1. **You** or **your** partner or director €325
2. Any other **employee** €130

The most we will pay for the total of all court attendance compensation is €13,000.

Your obligations

We will not make any payment under this section:

If a problem arises

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which is likely to give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.

You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your** policy number:

by email to: hiscoxirelandclaims@hiscox.com

by post to: Hiscox SA (Irish branch), The Observatory, 7-11 Sir John Rogerson's Quay, Dublin 2 D02 VC42.

2. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** **employee** or a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim.

Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, solicitor or any other appropriate person to deal with the claim.

We may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Partially covered claims

If a claim which is only partially covered by this section is brought against **you**, amounts relating to the non-covered parts of the claim will be deducted from **our** final settlement. We will not pay costs for any part of a claim not covered by this section. We and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If **you** and **we** cannot agree on a fair allocation, **you** and **we** agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.

Payment of full limit of indemnity

We have no further duty to defend **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity.

Payment of excess

Our duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

Special definitions for all property sections

Amount insured	<p>In the event of a loss the most we will pay during any period of insurance is the sum insured shown in the schedule. In the event of a loss the sum insured will not be reduced by the amount of such loss provided you;</p> <ol style="list-style-type: none"> 1. pay an additional premium on the amount of loss from the date thereof to the date of expiry of the period of insurance; and 2. carry out our recommendations for additional risk improvements which we may reasonably require to prevent further loss or damage.
Breakdown	<ol style="list-style-type: none"> 1. Breaking, failure, distortion or burning out of any part of equipment or a computer whilst in ordinary use, arising from defects in the equipment or computers causing its sudden stoppage and necessitating repair or replacement before it can resume work; or 2. fracturing of any part of equipment or a computer by frost which renders such equipment or computers inoperative; or 3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.
Bricking	The loss of use or functionality of property that forms part of your computer or digital technology as a result of a cyber attack .
Buildings	<p>The buildings, which belong to you or for which you are legally responsible, at the premises shown in the schedule, including:</p> <ol style="list-style-type: none"> 1. outbuildings and annexes; 2. landlord's fixtures and fittings, fixed fuel tanks; 3. walls, gates, fences, car parks, yards, private roads, pavements and paths at the premises; 4. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains. <p>The land at the premises is not included within this definition.</p>
Business premises	The space you occupy at the premises shown in the schedule located in a building of standard construction unless otherwise notified to us and to which we have confirmed our agreement. This includes any outbuildings you occupy on the same premises.
Communicable disease	Any communicable, infectious or contagious disease including any related variation, strain, virus, complex or syndrome.
Computers	Computers and ancillary equipment, which belong to you or for which you are legally responsible, including software , and data carrying media but excluding data or information entered by you or on your behalf.
Damage	Physical damage or accidental physical loss.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption, subsidence , landslip , ground heave or sinkhole and any ensuing tsunamis.
Employee	<p>Any person normally resident in the Republic of Ireland working for you in connection with your business who is:</p> <ol style="list-style-type: none"> 1. employed by you under a contract of employment/contract of service or apprenticeship; 2. hired to or borrowed by you; 3. self-employed and working on a labour-only basis under your control or supervision; 4. engaged by labour-only sub-contractors; 5. a labour master or a person supplied by him;

Property definitions

	6. engaged under a work experience or training scheme.
Equipment	Equipment, which belongs to you or for which you are legally responsible: <ol style="list-style-type: none"> 1. built to operate under vacuum or pressure, other than the weight of contents; or 2. used for the generation, transmission or utilisation of energy. Computers are not included in this definition.
Explosion or collapse	<ol style="list-style-type: none"> 1. Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured equipment together with forcible ejection of the contents; or 2. sudden and dangerous distortion of any part of the insured equipment caused by crushing stress by force of steam or other fluid pressure. Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.
Failure	Damage caused by: <ol style="list-style-type: none"> 1. electrical or mechanical breakdown, including rupture or bursting caused by centrifugal force; or 2. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires; or 3. explosion or collapse of equipment owned or leased by you or under your control and operating under steam or other fluid pressure; or 4. any condition or event, not otherwise excluded by this section, occurring inside equipment operating under steam or other fluid pressure; or 5. any condition or event, not otherwise excluded by this section, occurring inside oil or water storage tanks, hot water boilers or other water heating equipment; or 6. operator error.
Fine art	Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability which are specifically mentioned in the schedule or contained in a valuation lodged with us .
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Ground heave	The upward movement of the ground beneath any building as a result of the expansion or swelling of the subsoil.
Landslip	Sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time.
Money	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers.
Normal settlement	The downward movement of the ground beneath buildings as a result of the soil being compressed by the weight of the buildings.
Personal effects	Articles worn, used or carried about the person excluding cash, bank and currency notes and jewellery.
Portable property	Portable equipment used in connection with your business which belongs to you or for which you are legally responsible, including: <ol style="list-style-type: none"> 1. computers including laptops and tablets; 2. mobile phones; 3. television and video equipment; 4. stock;



Property definitions

5. tools;
6. hired-in equipment.

Production or process equipment

Any **equipment** which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such **equipment** and any other machine or apparatus used exclusively with such **equipment**.

Property

Tangible property.

Sinkhole

A sinkhole, also known as a cenote, sink, sink-hole, swallet, swallow hole, or doline, is a depression or hole in the ground caused by some form of collapse of the surface layer.

Software

Programs which run **your computers**, including both **your own** operating programmes and application programmes used in the course of **your business**.

Standard construction

Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.

Stock

Goods held in trust, stock, samples, merchandise goods, food, drink and tobacco.

Storm

High winds, rainstorm, hailstorm or snowstorm.

Subsidence

The downward movement of the ground beneath any building other than by **normal settlement**.

Third-party premises

Any location within the **geographical limits** which does not belong to **you** and for which **you** are not legally responsible, where **you** have a contract to carry out **your business**.



Property – contents

Policy wording

The General terms and conditions, as applicable the property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Contents	<p>The contents at the business premises used in connection with the business which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none">declared computers;declared stock;declared fine art;tenants' improvements, decorations, fixtures and fittings including, if attached to the building, external signs, aerials and satellite dishes and other general contents;pipes, ducting, cables, wires and associated control equipment within the business premises and extending to the public mains.fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings; <p>The following are not included within this definition:</p> <ol style="list-style-type: none">any mechanically propelled vehicle or mobile plant or equipment for which insurance or security is required under the provision of any road traffic legislation;any watercraft, marine rig or platform, hovercraft, aircraft, drone or other aerial device;buildings, land and water;Money and personal effects; orany item attached to any of the above.
Crime	Dishonesty of any person under a contract of service with you where there was a clear intention to cause you financial loss or damage and to obtain personal financial gain over and above salary, bonus or commission.
Employees' cycles	Cycles and cycle accessories which belong to your partners, directors, trustees, committee members, employees or volunteers or for which such persons are legally responsible.
Rent payable	Rent for the business premises that you must legally pay whilst the business premises or any part of it is unusable as a result of damage insured by this section.

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to **contents** contained in the **business premises** and any other items specified in the schedule.

Additional cover

The following are also provided up to the amount shown in the schedule:

Glass	<ol style="list-style-type: none">Damage occurring during the period of insurance to any fixed glass in windows, doors, and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings contained in the business premises, which belongs to you or for which you are legally responsible. This includes:<ol style="list-style-type: none">temporary boarding-up;repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass; andreplacement lettering or other ornamental work and alarm foil on glass.
Additions to contents	<ol style="list-style-type: none">Damage occurring during the period of insurance to any additional contents provided you tell us the additional values as soon as possible and pay the appropriate premium.



Property – contents

Policy wording

- Money
3. **Damage** occurring during the **period of insurance** to **money** belonging to **you** and held in connection with **your business**:
- at the **business premises** while open for business;
 - at the **business premises** in a locked safe;
 - in transit within the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man or whilst at the home of any partner, director or employee of **yours** in the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man.
- Personal effects
4. **Damage** occurring in the **business premises** during the **period of insurance** to the **personal effects** of **your** employees or visitors to the **business premises** provided they are not insured elsewhere.
- Employees cycles
5. **Damage** occurring within a **building** at the **business premises** during the **period of insurance** to **employees' cycles** provided they are not insured elsewhere.
- Reconstitution of electronic data
6. The reasonable cost of **reconstitution of data** as a direct result of **damage** covered under this section.
- Loss of documents
7. If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount in the schedule
- Lock replacement
8. The costs **you** incur to replace locks and keys necessary to maintain the security of **your business premises** or safes following theft of keys involving force and violence occurring during the **period of insurance**.
- Building damage by theft
9. The cost of repairing **damage** to the buildings at the **business premises** occurring during the **period of insurance** caused by theft or attempted theft and for which **you** are legally liable.
- Personal assault following robbery or attempted robbery
10. Compensation as shown in the schedule if any partner, director, trustee or employee of **yours** is physically injured in the course of **your business** in a robbery or attempted robbery occurring during the **period of insurance** either at the **business premises** or within the **geographical limits** and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the **period of insurance**.
- Metered water and fuel
11. The cost that **you** incur for any metered water and fuel used at the **business premises** when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of **damage** occurring during the **period of insurance** to any storage tank, equipment or piping located at the **business premises** resulting from a cause not otherwise excluded.
- Undamaged tenant's improvements
12. Tenant's improvements if **your** lease is terminated by the lessor as a consequence of **damage** occurring during the **period of insurance** to the **business premises**, provided the termination is a valid condition of **your** lease and tenant's improvements are an insured item under this **policy**.
- Contents temporarily elsewhere
13. **Damage** occurring during the **period of insurance** to **contents**, excluding laptops, mobile phones and other portable equipment, temporarily but no longer than 60 days elsewhere in the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man, including whilst in transit.
- Contents kept at home
14. **Damage** occurring during the **period of insurance** to **contents** used and kept at the home of any partner, director or employee of **yours** for the purposes of the **business**, provided the home is in the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man.
- Cyber incident
15. **Damage** occurring during the **period of insurance** to insured **contents** not otherwise excluded, resulting from or in connection with **you** and **you** alone being specifically



Property – contents

Policy wording

Computer or digital technology error	targeted in isolation by a hacker in connection with any cyber attack .
Outdoor items	16. Damage occurring during the period of insurance to insured contents not otherwise excluded, directly resulting from a computer or digital technology error .
Accidental discharge of gas system	17. Damage occurring during the period of insurance to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors within the confines of the premises shown in the schedule.
Extinguisher and alarm re-setting expenses	18. The necessary and reasonable costs that you incur to refill the cylinders of any gas flooding system installed at the business premises , following accidental discharge of the system during the period of insurance .
Removal of debris	19. The necessary and reasonable costs and expenses you incur in order to refill fire extinguishing appliances, replace sprinkler heads and reset the fire or intruder alarm system following damage covered under this section.
	20. The necessary and reasonable costs and expenses you incur to remove debris of contents from the premises shown in the schedule or the area immediately adjacent, following damage insured by this section.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an unattended vehicle unless the item is out of sight in a locked boot or similar locked storage compartment;
 - f. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** is occupied and in use;
 - g. **date recognition**;
 - h. the explosion of any boiler (not being a boiler used for domestic purposes) or other equipment which belongs to **you** or is in **your** care custody or control in which internal pressure is due to steam only.
2. **damage to property** being cleaned, worked on or maintained.
3. **damage** to any **computers, equipment**, oil, fuel or water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
4. loss or distortion of information resulting from error or malfunction of **computers**.
5. the value to **you** of any lost or distorted information.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. loss by fraud or dishonesty of any trustee, partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
10. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
11. any indirect losses which result from the incident which caused **you** to claim.
12. pollution or contamination except **damage** to insured **property** which is not otherwise excluded, and which is caused by:



Property – contents

Policy wording

- a. pollution or contamination which itself results from insured **damage** covered under this section; or
 - b. **damage** which would otherwise be covered under this section which itself was caused by a sudden, identifiable and unexpected pollution or contamination incident.
13. a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
- b. **damage** outside of the Republic of Ireland directly or indirectly caused by civil commotion.
- If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
14. any **damage** directly or indirectly due to, contributed to by, or resulting from or in connection with **war, confiscation, nuclear risks or space perils**.
15. the amount of the **excess**.
16. any **damage** or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any **communicable disease** or the fear or threat of any **communicable disease**.
- Bricking
17. any **damage** or loss due to **bricking**.
- Cyber incident
18. any loss, other than **damage** to insured **contents**, directly or indirectly due to, contributed to by, resulting from or in connection with any:
- a. **cyber attack**;
 - b. **hacker**;
 - c. any fear or threat of 18.a. to 18.b. above; or
 - d. any action taken in controlling, preventing, suppressing, responding or in any way relating to 18.a. to 18.c. above.
- Social engineering
19. any **damage** or loss directly or indirectly due to, contributed to by, resulting from or in connection with any **social engineering communication**.
- Computer or digital technology error
20. any loss, other than **damage** to insured **contents**, directly or indirectly due to, contributed to by, resulting from or in connection with any **computer or digital technology error**.

How much we will pay

We will pay up to the **amount insured** shown in the schedule during any one **period of insurance** unless limited below or in the schedule.

Repair and replacement

At our option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **contents**, other than **stock, fine art or personal effects**, the cost of repair or replacement at the cost price to **you**;
2. for **stock** and samples other than second-hand stock or goods held in trust, the cost of repair or replacement at the cost price to **you**;
3. for second-hand stock, other than goods held in trust, the cost of repair or replacement at the trade market value;
4. for goods held in trust, the lesser of:
 - i. **your** liability in respect of held in trust; or
 - ii. the cost of repair or replacement at the trade market value of such goods;
5. for **personal effects**, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.
6. for **fine art**, the agreed value of the individual item lost or damaged as shown in the schedule or valuation.

However, if the item is only partly damaged, **we** will decide whether **we** repair, restore,



Property – contents

Policy wording

replace or pay the agreed value of the damaged item. If we repair or restore a damaged item, we will also pay for any loss in value.

For any item of **fine art** which has not been individually valued in the schedule or valuation, we will decide whether we repair, restore, replace or make a cash settlement for that item. If we choose to make a cash settlement, we will pay the market value of the item immediately prior to the **damage**, taking account of any increased value the item may have because it forms part of a pair or set.

Debris removal	We will pay the necessary and reasonable costs and expenses you incur to remove debris of contents from the premises or the area immediately adjacent, following damage insured by this section.
Under insurance	If, at the time of damage , the amount insured is less than 85% of the total value of the contents , the amount we pay will be reduced in the same proportion as the under insurance.
Index linking	The amount insured for contents excluding fine art , will be adjusted monthly in line with any increase in nationally published indices. We will not reduce the amount insured without your consent.
Personal assault following robbery or attempted robbery	We will not pay compensation under more than one heading in the schedule for the same injury.
Pairs and sets	If any contents which have an increased value because they form part of a pair or set are damaged any payment, we make will take account of the increased value.
Other interests	Any payment we make will take into account the interest of any party having an insurable interest in the contents insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.

Your obligations

If any damage occurs	We will not make any payment under this section unless you: <ol style="list-style-type: none">1. notify us promptly of any damage which might be covered;2. report to the An Garda Síochána or the police, as soon as reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them;3. arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.
Backing up electronic data	We will not make any payment for the costs of reconstitution of data unless you take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the business premises.
Protections	We will not make any payment under this section unless all fire alarms, security systems and physical protections notified to us are in full operation whenever the business premises is left unattended. You must also advise us as soon as reasonably possible if for any reason a system is not working properly. We may then vary the terms and conditions of this policy. All systems must be regularly serviced under contract by a reputable company at least annually.
Unoccupancy	You must tell us immediately if the business premises, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. If you do not, we will not make any payment for damage occurring while the buildings are unoccupied. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements, we will tell you the timeframes within which you must carry them out.
Building works	If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings and the estimated cost is more than €100,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may then amend the terms of this policy. If you do not tell us about such work, we will not pay for any damage directly or indirectly caused by or resulting from the building works. You do not have to tell us if the work is for redecoration only.



Property – contents Policy wording

Minimum security

We will not make any payment for **damage** unless the physical security measures at the **business premises** comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:

1. The final exit door is secured by:
 - a. a mortice deadlock conforming to or superior to EN12209 or Irish equivalent; or
 - b. a rim automatic deadlock conforming to or superior to EN12209 or Irish equivalent; or
 - c. a key-operated multi-point locking system having at least three locking bolts.
2. Any other external door or internal door providing access to any part of the building not occupied by **you**, which is not officially designated a fire exit by the local fire authority, is secured by:
 - a. a locking device specified in 1. above; or
 - b. by two key-operated security bolts to engage the door frame.
3. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by:
 - a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or
 - b. a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb-turn mechanism.
4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:
 - a. secured by means of a key-operated locking device; or
 - b. permanently screwed shut.

Please note:

- (i) the local fire authority must be consulted before **you** replace or augment the existing locking device fitted to a designated emergency exit door; and
- (ii) the provisions of specification 4. do not apply to windows or skylights that are protected by means of either:
 - a. fixed round or square section solid steel bars not more than 10cm apart; or
 - b. fixed expanded metal, weld mesh or wrought ironwork grilles; or
 - c. proprietary collapsible locking gate grilles.

Money in transit

We will not make any payment for **damage** to **money** under this section unless **money** in transit with a total value:

- a. between €2,000 and €6,000 is carried by at least two able bodied adults;
- b. between €6,001 and €10,000 is carried by at least three able bodied adults;
- c. in excess of €10,000 is carried by a Private Security Authority licenced cash and valuables in transit company.

Please check the **policy** schedule to see what cover **you** have for **money** as it may be lower than the above limits.



Property – contents
Policy wording

Special conditions

Workmen

Workmen are permitted in or about any of the **buildings** for the purposes of carrying out minor alterations, repairs, decoration and maintenance without **invalidating** this insurance.



Property – business interruption Policy wording

Please read the schedule to see if **your loss of income**, loss of **gross profit**, **increased costs of working** or **additional increased costs of working** are covered or if a **first loss limit** applies.

The General terms and conditions, as applicable, the property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Additional increased costs of working	The additional costs and expenses, not including the costs of reconstitution of data , reasonably incurred by you with our prior consent in order to continue your business or minimise your loss of income or loss of gross profit during the indemnity period and not limited to the reduction in income or gross profit saved.
Alternative hire costs	The reasonable hire costs incurred by you during the period of insurance for the necessary hire of a substitute item of similar type and capacity either whilst insured property is being repaired or until permanently replaced, following insured damage or insured failure .
Annualised amount insured	The amount insured divided by the indemnity period multiplied by 12.
First Loss	Any amount insured shown in the schedule as a first loss limit, where, with our consent, you have selected a limit that is less than your declared income or gross profit .
Gross profit	The difference between the sum of your income , closing stock and work in progress and the sum of your opening stock , work in progress and uninsured working expenses .
Hazardous substance	Any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency.
Income	The total income of the business carried out from your business premises .
Increased costs of working	The costs and expenses necessarily and reasonably incurred by you for the sole purpose of minimising the reduction in income to your business during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period, in months, beginning at the date of the insured damage or insured failure , or the date the restriction is imposed, and lasting for the period during which your income is affected as a result of such insured damage , insured failure or restriction, but for no longer than the number of months shown in the schedule.
Insured damage	Damage , other than failure , to property occurring during the period of insurance provided that: <ol style="list-style-type: none">1. the damage is not otherwise excluded by the buildings or contents or other property section of this policy; and2. payment has been made or liability admitted by the insurer under any insurance covering such damage.
Insured failure	Failure of equipment, computers, oil or water storage tanks and other insured items provided that: <ol style="list-style-type: none">1. the failure is not otherwise excluded by the equipment breakdown section of this policy; and2. payment has been made or liability admitted by us under the equipment breakdown section of this policy.
Rate of gross profit	The percentage produced by dividing gross profit by your income during the financial year immediately before the date of any insured damage , insured failure or restriction.
Rent	Rent: <ol style="list-style-type: none">1. for the business premises that you must legally pay whilst the business premises or any part of it is unusable as a result of insured damage, insured failure or restriction;2. that you cannot legally recover from your tenants whilst the buildings or any part are unusable as a result of insured damage, insured failure or restriction.



Property – business interruption

Policy wording

Uninsured working expenses

Purchases less discounts received, bad debts, **rent** and any other item described in the schedule.

What is covered

We will insure **you**, for **your** financial losses and any other items specified in the schedule, resulting solely and directly from an interruption to **your business** caused by:

Financial losses from insured damage

1. **insured damage to property:**
 - a. insured under any property section of this **policy**, other than **equipment breakdown**; or
 - b. insured elsewhere, but not under this **policy**, provided the **damage** occurred whilst the **property** was located at the **business premises**;

Denial of access

2. **insured damage to property** in the vicinity of the **business premises** which prevents or hinders **your** access to the **business premises**;

Bomb threat

3. **your** total inability to access the **business premises** due to restrictions imposed by the police, An Garda Síochána, the Irish Defence Forces or the British Armed Forces caused by the presence or suspected presence of an incendiary or explosive device within the premises or in the vicinity of the **business premises** during the **period of insurance**, provided that such restriction applies for more than four hours and subject to our liability being limited to the actual period that total access is denied. No cover will be provided if actual **damage** is caused by the device.

Suppliers

4. **insured damage**, other than loss or **damage** caused by **flood** or **earth movement**, arising at the premises of one of **your** direct suppliers of tangible physical goods only operating and based in the European Union other than water, gas, electricity or telecommunications services;

Public utilities

5. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union to the **business premises** for more than 24 consecutive hours caused by **insured damage** occurring within 5km of the **business premises**, other than **damage** caused by **flood** or **earth movement**, to any land based premises of the supply authority or the terminal feed to **your** office or **business premises** or to underground pipes or underground cables conveying such services from the supply authority to **your business premises**;

Public authority

6. **your** total inability to use the **business premises** due to a closure order imposed by a public authority which is specifically directed to the **business premises** in isolation during the **period of insurance** following:
 - a. a murder or suicide in the vicinity of the **business premises**;
 - b. injury or illness of any person traceable to food or drink consumed on the premises;
 - c. **insured damage** to the drains or other sanitary arrangements within 1 km of **your business premises**;
 - d. vermin or pests at the **business premises**;

Equipment breakdown

7. **insured failure**, provided that **you** have property equipment breakdown cover in place with **us**;

Additional cover

The following are also provided, where applicable, up to the amount shown on the schedule:

Alternative hire costs

1. We will pay for the reasonable **alternative hire costs** incurred by **you** during the **period of insurance** for the necessary hire of a substitute item of similar type and capacity either whilst insured **property** is being repaired or until permanently replaced, following **insured damage** or **insured failure**.



Property – business interruption Policy wording

Hazardous substance 2. **We** will pay the reasonable costs incurred by **you** solely due to contamination by a **hazardous substance** following a **failure** occurring during the **period of insurance**, provided that **you** have property equipment breakdown cover in place with **us**

What is not covered

Terrorism 1. **We** will not make any payment for any interruption to **your business** directly or indirectly caused by, resulting from or in connection with **terrorism**.

Liquidation or receivership 2. **We** will not make any payment under this section if **your business** is discontinued permanently or if a liquidator or receiver is appointed.

Cyber incident 3. **We** will not make any payment for any interruption to **your business** directly or indirectly caused by or contributed to by, resulting from or in connection with any:
a. **cyber attack**;
b. **hacker**;
c. **social engineering communication**;
d. any fear or threat of 3. a. to 3. c. above; or
e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 3.a. to 3.d. above.

Computer or digital technology error 4. **We** will not make any payment for any interruption to **your business** directly or indirectly caused by or contributed to by, resulting from or in connection with any **computer or digital technology error**.

How much we will pay

We will pay up to the **amount insured** during any one **period of insurance** unless limited below or shown in the schedule. **We** will pay for no longer than the period shown in the schedule against each item insured.

If **you** are accountable to the tax authorities for Value Added Tax, the amount **we** pay will be exclusive of such tax.

The amount **we** pay for each item will be calculated as follows:

Loss of income the difference between **your actual income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working and alternative hire costs**;

Loss of gross profit the sum produced by applying the **rate of gross profit** to any reduction in **income** during the **indemnity period** plus **increased costs of working and alternative hire costs**, less any business expenses or charges which cease or are reduced;

Outstanding debts any of **your** outstanding debts which **you** are unable to recover following loss of **your** accounting records as a direct result of **insured damage** or **insured failure**.

Accountant's charges The amount **we** will pay for loss of **income**, or loss of **gross profit** if applicable, includes the reasonable charges **you** pay to **your** professional accountant for producing information **we** require in support of a request for settlement under this section.

Under insurance If the **annualised amount insured** is less than 85% of **your actual income**, or **your actual gross profit** if applicable, during the 12 months immediately preceding the date of the **insured damage, insured failure** or restriction, the amount **we** pay will be reduced in the same proportion as the under insurance.

Business trends The amount **we** pay for loss of **income** or loss of **gross profit** will be amended to reflect any special circumstances or business trends affecting **your business**, either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the **insured damage, insured failure** or restriction had not occurred.



Property – business interruption

Policy wording

Your obligations

If any damage occurs	We will not make any payment under this section unless you notify us promptly of any damage or event which might prevent or hinder you from carrying on your business .
Property insurance	Where the damage involves property you own or are legally responsible for, we will not make any payment unless you have property insurance in force covering the damage and payment has been made, or liability admitted, under that insurance for the damage .
Accounts records	We will not make any payment for outstanding debts unless you keep a record of all amounts owed to you and keep a copy of the record away from the business premises .