

Zurich Tradestar Commercial Liability Insurance

Policy Document



Contents of the Policy

	Page
The Contract of Insurance	4
General Definitions	5
Employers Liability Section	6
Public Liability Section	7
Products Liability Section	11
Exception Applicable to Public Liability and Products Liability Sections of The Policy	14
Extensions Applicable to All Sections of The Policy	14
General Conditions	15
Complaints Procedure	18
Data Protection	19
Customer Information	19

The Contract of Insurance

Zurich Tradestar Commercial Liability Insurance

Zurich Insurance plc ('Zurich') having accepted the first or any renewal premium for this Policy agrees subject to the terms and conditions herein to indemnify the **Insured** named in the Schedule if any of the within mentioned contingencies occurs during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insurer shall have accepted the premium required for renewal of the Policy.

The proposal and declaration signed by the **Insured** and particulars in writing submitted by or on behalf of the **Insured** or the Insurer shall be the basis of the contract and be held to be incorporated herein.

For and on behalf of the Insurer

A handwritten signature in black ink, appearing to read 'Ken Norgrove', written over a horizontal line.

Ken Norgrove

Chief Executive Officer Ireland

This is a legal document and should be kept in a safe place.

To fully understand the cover provided under your Policy, your attention is drawn to exclusions under individual sections and also general/claims conditions and general exclusions.

Please read your Policy and Schedule carefully. If they do not meet your needs please return all documents to us or your broker or agent.

General Definitions

Applicable to all sections of the Policy

The Business

The **Business** or Profession stated in the Schedule and none other for the purpose of this insurance except as specified below

The **Business** shall also include:

- (a) the ownership use repair decoration and the maintenance of property and premises owned or occupied by the **Insured** in connection with the **Business** as described in the Schedule of the Policy
- (b) the provision and management of canteen social sports and welfare organisations for the benefit of **Employees** of the **Insured**
- (c) first aid, fire and ambulance services run by or on behalf of the **Insured**
- (d) private work carried out by **Employees** for any director of the **Insured** including duties as a chauffeur provided always that the director is not entitled to indemnity under any other Policy
- (e) participation in exhibitions
- (f) the repair or maintenance of vehicles or plant owned or used by the **Insured**

Employee

- (a) any person under a contract of service or apprenticeship with the **Insured**
- (b) any labour master or labour only subcontractor or persons supplied by any of them
- (c) any self employed person
- (d) any person under a work experience scheme
- (e) any person hired or borrowed by the **Insured**

working for the **Insured** in connection with the **Business**

Insured

The term "**Insured**" shall at the request of the **Insured** (named in the Schedule) be deemed to include:

- (a) any director partner executive or **Employee** of the **Insured** in respect of private work undertaken by the **Insured's Employees** for such director partner or executive provided such work is undertaken with the prior consent of the **Insured** and is not undertaken in connection with any trade or **business**
- (b) any officer member or committee of the **Insured's**
 - (i) canteen social sports welfare and safety organisations
 - (ii) fire and ambulance services
 - (iii) first aid and medical services (other than a qualified medical practitioner) in their respective capacities as such
- (c) any director partner or executive of the **Insured** or any person under a contract of service or apprenticeship with the **Insured** in respect of liability for which the **Insured** would have been entitled to indemnity under this Policy if the claim had been made against him/her

Employers Liability Section

Indemnity provided

The Insurer will indemnify the **Insured** in respect of all sums which the **Insured** shall become legally liable to pay in respect of any claim for damages by an **Employee** for **Bodily Injury or Disease** caused during the Period of Insurance within the Territorial Limits and arising out of and in the course of his/her employment by the **Insured** in connection with the **Business**

The liability of the Insurer for all compensation payable by the **Insured** under this section of the Policy to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Liability specified in the Schedule of the Policy

The Limit of Liability shall be inclusive of

- (i) all legal costs and other expenses incurred by any claimant or claimants
- (ii) all legal costs and other expenses incurred in defending any claim or claims
- (iii) solicitors fees incurred with the consent of the Insurer for representation at any Coroner's Inquest or Fatal Enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Policy

Where the Insurer agrees to indemnify more than one party then nothing in the Policy shall increase the liability of the Insurer to pay any amount in excess of the amount stated as the Limit of Liability

The Territorial Limits

Anywhere within Ireland or whilst temporarily elsewhere in respect of **Employees** under a contract of service or apprenticeship with the **Insured** provided that the contract of service or apprenticeship was entered into in Ireland and the action for damages is brought against the **Insured** in a Court of Law in Ireland or any member country of the European Union

Bodily Injury or Disease

Bodily injury or disease shall mean

- (i) bodily injury disease or illness
- (ii) wrongful arrest detention imprisonment or eviction of any **Employee** by the **Insured** up to a maximum limit of liability of €6,500 any one accident and €25,500 in the aggregate in any Period of Insurance the Limit of Liability shall be inclusive of all costs and expenses

Exceptions to The Employers Liability Section

1. Offshore installations

This section of the Policy does not indemnify the **Insured** in respect of any claim(s) for damages for **Bodily Injury or Disease** caused during any Period of Insurance and sustained by any **Employee**

- (a) on any offshore installation or support or accommodation vessel for any offshore installation
or
- (b) in transit to or from or between any offshore installation or support or accommodation vessel for any offshore installation

2. Road Traffic Act Liability

This section of the Policy shall not apply to liability for which compulsory insurance or security is required by any road traffic legislation

Extension to Employers Liability Section

Indemnity to Principal

Where any contract or agreement entered into by the **Insured** with any Public Authority Company Firm or Person (hereinafter called "the Principal") so requires the Insurer will

1. indemnify the **Insured** against liability arising in connection with and assumed by the **Insured** by virtue of such contract or agreement

or
2. indemnify the Principal in like manner to the **Insured** in respect of the Principal's liability arising from the performance of such contract or agreement

but only so far as concerns liability as described in this section of the Policy to an **Employee** of the **Insured**

Provided always that

- (i) the Insurer shall not be liable in respect of any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (ii) the **Insured** shall have arranged with the Principal for the conduct and control of all claims to be vested in the Insurer
- (iii) the Principal shall as though he were the **Insured** observe fulfil and be subject to the terms and conditions of this section of the Policy in so far as they can apply

Public Liability Section

Indemnity provided

The Insurer will indemnify the **Insured** in respect of their legal liability for

- A Accidental death or accidental **Bodily Injury or Disease**
- B Accidental loss of or accidental damage to material property including consequential loss arising directly therefrom
- C Accidental obstruction accidental trespass accidental nuisance or accidental interference with pedestrian road rail air or waterborne traffic

occurring during the currency of this section of the Policy within the Territorial Limits in connection with the **Business**

The liability of the Insurer for all compensation payable by the **Insured** under this section of the Policy to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Liability specified in the Schedule of the Policy.

Where the Insurer agrees to indemnify more than one party then nothing in the Policy shall increase the liability of the Insurer to pay any amount in excess of the amount stated as the Limit of Liability

The Territorial Limits

Anywhere within the limits of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man and including non manual work carried out during temporary visits elsewhere in connection with the **Business** by directors and **Employees** normally resident in and travelling from Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man

Products

Products shall mean any commodities or goods whether as a unit or part thereof or a thing in whole or in part (including packaging containers and labels) sold supplied manufactured hired out constructed erected installed treated repaired serviced processed stored handled transported or disposed of by or on behalf of the **Insured** or any structure constructed erected installed or contract work executed by or on behalf of the **Insured** in the course of the **Business**

Bodily Injury or Disease

Bodily injury or disease shall mean

- (i) bodily injury disease or illness
- (ii) wrongful arrest detention imprisonment or eviction of any person (other than any **Employee**) by the **Insured** up to a maximum limit of liability of €6,500 any one incident and €25,500 in the aggregate in any Period of Insurance the Limit of Liability shall be inclusive of all costs and expenses

Exceptions to Public Liability Section

The indemnity granted by this section of the Policy shall not apply to or include

1. liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or mobile plant
 - (a) which is licensed for road use
 - or
 - (b) for which compulsory motor insurance or security is required
 - or
 - (c) which is more specifically **Insured**

Provided always that this exception shall not apply in respect of

- (i) liability not more specifically **Insured** under any other Policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
 - (ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically **insured** or unless compulsory motor insurance or security is required
 - (iii) the unauthorised movement on the **Insured's** premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required
2. liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of craft designed to travel through air or space hovercraft or watercraft other than non-mechanically powered craft used on inland waterways

3. liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of vehicle trailers whether attached or not attached to a vehicle while in use in a place for which compulsory insurance is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act
4. liability arising directly or indirectly from **Products** after they have ceased to be in the custody or control of the **Insured** other than food or beverages supplied by the **Insured** in connection with the **Business** for consumption at any premises where the **Insured** is carrying on the **Business** within the **Territorial Limits**
5. loss of or damage to that part of any property upon which the **Insured** or any servant or agent of the **Insured** is or has been working where the loss or damage is the direct result of such work
6. loss of or damage to property belonging to the **Insured** or held in trust by or borrowed rented leased or hired for use by the **Insured** but this exception shall not apply to the personal effects (including vehicles and their contents) of directors **Employees** and visitors for which the **Insured** is legally responsible
7. liability for damage to property or land or building or loss caused directly or indirectly by
 - (i) subsidence
 - or
 - (ii) collapse
 - or
 - (iii) removal or weakening of support
8. liability in respect of liquidated damages fines penalties aggravated exemplary or punitive damages
9. liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
10. liability arising directly or indirectly out of advice designs or specifications provided by the **Insured** for a fee or in circumstances where a fee would normally be charged
11. liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
12. liability for death **Bodily Injury or Disease** sustained by any **Employee** whilst working for the **Insured** in connection with the **Business** where such death **Bodily Injury or Disease** arises out of and in the course of the employment
13. any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
14. all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

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

The liability of the Insurer for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Liability stated in the Schedule of this section of the Policy

Provided always that the total liability of the Insurer to pay compensation shall not exceed the Limit of Liability stated in the Schedule of this section of the Policy

For the purposes of this condition "Pollution or Contamination" shall be deemed to mean

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
 2. all loss or damage or **Bodily Injury or Disease** directly or indirectly caused by such Pollution or Contamination
15. any excess specified in the Schedule

Extensions to Public Liability Section

1. Legal Costs

In addition to the indemnity provided by this section of the Policy the Insurer will indemnify the **Insured** in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurer

2. Additional Benefit

In addition the Insurer will pay solicitors fees incurred with the consent of the Insurer for representation at any Coroner's Inquest or Fatal Enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this section of the Policy

3. Indemnity to Principal

In the event of any claim in respect of which the **Insured** would be entitled to receive indemnity under this section of the Policy being brought or made against any Public or Local Authority or other Principal the Insurer will at the request of the **Insured** indemnify the said Public or Local Authority or other Principal against such claim and/or any costs charges and expenses in respect thereof

Provided always that the Insurer shall not be liable under this extension unless the Insurer has the sole conduct and control of all claims

4. Tenants Liability

Notwithstanding anything to the contrary contained in Exception 6 and subject otherwise to the terms limitations and conditions of this section of the Policy it is agreed that the exception shall not apply in the event of accidental loss or accidental damage to premises (or any fixtures and fittings or other contents therein) hired rented leased or lent to the **Insured**

Provided always that

- (a) this extension shall not apply to liability in respect of such loss or damage if the liability is assumed by the **Insured** under a tenancy or other agreement and would not have attached in the absence of such agreement
- (b) the Insurer shall not be liable for the first €625 of such loss or damage under this extension

5. Cross Liabilities

Where there is more than one party named as the **Insured** in the Schedule this section of the Policy will apply separately to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each **Insured** and the Insurer agrees to waive all rights of subrogation against any of these parties

6. Personal Liability

At the request of the **Insured** this Policy shall apply to the personal liability of any director or **Employee** of the **Insured** or any member of the family of such director or **Employee** whilst accompanying such director or **Employee** during temporary visits anywhere in the world in connection with the **Business** of the **Insured**

provided always that

- (a) this Extension shall not apply to liability more specifically insured under any other insurance
- (b) any person indemnified under this Extension shall as though he were the **Insured** observe fulfil and be subject to the terms limitations and conditions of this Policy
- (c) the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims

7. Liability for Buildings Temporarily Occupied

Where buildings (other than buildings comprising the Works) are temporarily occupied by the **Insured** for the purposes of carrying out work therein or thereon the Insurer will provide indemnity against legal liability in respect of accidental loss of or damage to such buildings or their contents occurring during the **Insured's** occupancy

Provided that such buildings are not owned leased hired or rented by the **Insured** or any subcontractor acting for or on behalf of the **Insured**

Products Liability Section

Indemnity Provided

The Insurer will indemnify the **Insured** in respect of their legal liability for

- A Accidental death or accidental **Bodily Injury or Disease**
- B Accidental loss of or accidental damage to material property including consequential loss arising directly therefrom

occurring within the **Territorial Limits** during the currency of this section of the Policy and caused by **Products**

The liability of the Insurer for all compensation payable by the **Insured** under this section of the Policy to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Liability specified in the Schedule of this section of the Policy

Where the Insurer agrees to indemnify more than one party then nothing in the Policy shall increase the liability of the Insurer to pay any amount in excess of the amount stated as the Limit of Liability

The Territorial Limits

Anywhere in the world in respect of **Products** supplied in or from Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man provided always that the action for damages is brought against the **Insured** in a Court of Law in Ireland or any member country of the European Union

Products

Products shall mean any commodities or goods whether as a unit or part thereof or anything in whole or in part (including packaging containers and labels) sold supplied manufactured hired out constructed erected installed treated repaired serviced processed stored handled transported or disposed of by or on behalf of the **Insured** or any structure constructed erected or installed or contract work executed by or on behalf of the **Insured** in the course of the **Business**

Bodily Injury or Disease

Bodily injury or disease shall mean

- (i) bodily injury disease or illness
- (ii) wrongful arrest detention imprisonment or eviction of any person (other than any **Employee**) by the **Insured** up to a maximum limit of liability of €6,500 any one incident and €25,500 in the aggregate in any period of insurance. The Limit of Liability shall be inclusive of all costs and expenses

Exceptions to Products Liability Section

The indemnity granted by this section of the Policy shall not apply to or include

- 1.
 - (a) replacing reinstating rectifying repairing or recalling any **Products**
 - (b) guaranteeing the performance of any **Products**
- 2. liability arising from any **Products**
 - (a) which at the time of the contract of sale or supply are knowingly
 - (i) sold or supplied for use in any aircraft spacecraft hovercraft watercraft or mechanically propelled vehicle
 - (ii) exported to the United States of America or Canada
 - (b) in the custody or control of the **Insured**
- 3. liability in respect of liquidated damages fines penalties aggravated exemplary or punitive damages
- 4. liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- 5. liability arising directly or indirectly out of advice designs or specifications provided by the **Insured** for a fee or in circumstances where a fee would normally be charged
- 6. liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 7. liability for death **Bodily Injury or Disease** sustained by any **Employee** whilst working for the **Insured** in connection with the **Business** where such death **Bodily Injury or Disease** arises out of and in the course of the employment
- 8. any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

9. all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

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

The liability of the Insurer for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Liability stated in the Schedule of this section of the Policy

Provided always that the total liability of the Insurer to pay compensation shall not exceed the Limit of Liability stated in the Schedule of this section of the Policy

For the purposes of this memorandum "Pollution or Contamination" shall be deemed to mean

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
2. all loss or damage or **Bodily Injury or Disease** directly or indirectly caused by such Pollution or Contamination

10. any excess specified in the Schedule

Extensions to Products Liability Section

1. Legal Costs

In addition to the indemnity provided by this section of the Policy the Insurer will indemnify the **Insured** in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurer

2. Additional Benefit

In addition the Insurer will pay solicitors fees incurred with the consent of the Insurer for representation at any Coroner's Inquest or Fatal Enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this section of the Policy

3. Indemnity to Principal

In the event of any claim in respect of which the **Insured** would be entitled to receive indemnity under this section of the Policy being brought or made against any Public or Local Authority or other Principal the Insurer will at the request of the **Insured** indemnify the said Public or Local Authority or other Principal against such claim and/or any costs charges and expenses in respect thereof

Provided always that the Insurer shall not be liable under this extension unless the Insurer has the sole conduct and control of all claims

4. Cross Liabilities

Where there is more than one party named as the **Insured** in the Schedule this section of the Policy will apply separately to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each **Insured** and the Insurer agrees to waive all rights of subrogation against any of these parties

Exception Applicable to Public Liability and Products Liability Sections of The Policy

This Policy does not cover

Loss Damage Consequential Loss or Legal Liability of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the total or partial failure of any computer or other equipment or system for processing storing retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether the property of the **Insured** or not and whether occurring before during or after the year 2000 to do all or any of the following

- (1) to correctly recognise any date as it's true calendar date
- (2) to capture save or retain and/or to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as it's true calendar date
- (3) to capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss or the inability to capture save retain or correctly process such data on or after any date

Extensions Applicable to All Sections of The Policy

1. Legal Personal Representatives

In the event of the death of the **Insured** the indemnity provided by this Policy shall apply to any legal personal representative(s) of the **Insured** in respect of liability incurred by the **Insured**

2. Safety Health and Welfare at Work Legislation

The Policy subject to its terms and limitations extends to indemnify the **Insured** or any director or **Employee** of the **Insured** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the Insurer's consent to act for or on behalf of the **Insured** or any director or **Employee** in his defence against a criminal charge for a breach or an alleged breach of the Safety Health and Welfare at Work Legislation committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against such director or **Employee** or the **Insured** arising from such proceedings

Provided always that

- (1) This extension shall apply only to proceedings brought in a Court of Law in Ireland
- (2) The Insurer will be under no liability
 - (a) where the **Insured** or any director or **Employee** is insured by any other Policy
 - (b) where the criminal charge is in respect of any deliberate or intentional criminal act of the **Insured** or any director or **Employee**
 - (c) in respect of legal fees and expenses which the **Insured** or any director or **Employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or **Employee**
 - (d) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices

- (e) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined
- (3) The **Insured** or any director or **Employee** shall give to the Insurer immediate notice of any summons or other process served upon the **Insured** or any director or **Employee** and of any event that may give rise to proceedings against the **Insured** or any director or **Employee**

General Conditions

1. Interpretation

The Schedule and any endorsements attaching thereto and the Sections forming part of this Policy and the expression "this Policy" wherever used in this Contract shall be read as including the said Schedule Endorsements and Sections. Any word or expression to which a specific meaning has been attached in any part of any Section shall bear such meaning wherever it may appear in such Section

2. Misrepresentation

This Policy at the option of the Insurer shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular

3. Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means are used by the **Insured** or anyone acting on the **Insured's** behalf to obtain benefit under this Policy all benefit shall be forfeited

4. Alteration

If a change of circumstance after the commencement of the insurance directly or indirectly increases the risk of damage or injury this Policy will be voidable unless the insurer has agreed in writing to accept such alteration

5. Other Insurances

If at the time of any claim arising under this Policy there shall be any other insurance covering the **Insured's** liability the Insurer shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith

6. Premium Adjustment

If any part of the premium is calculated on estimates furnished by the **Insured** the **Insured** shall

- (a) keep an accurate record containing all particulars relating to such estimates
- (b) if requested allow the Insurer to inspect such record
- (c) within thirty days of the expiry of each Period of Insurance supply the Insurer with a correct declaration of such particulars and information as the Insurer may require in respect of the preceding Period of Insurance duly certified by the **Insured's** external auditor or accountant. If the amount so paid shall differ from the amount on which premium has been paid the difference in the premium shall be met by a further proportionate payment to the Insurer or by a refund by the Insurer as the case may be subject to the retention by the Insurer of any minimum premium as stated in the Policy or endorsed thereon

7. Reasonable Care

The **Insured** shall

- (a) exercise reasonable care that only competent **Employees** are employed
- (b) take all reasonable steps
 - (i) to prevent accidents
 - (ii) to comply with all statutory or other obligations and regulations imposed by any competent authority
- (c) maintain the premises works machinery plant and ways in sound condition
- (d) as soon as possible after the discovery of any defect or danger cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

8. Claims

On the happening of any occurrence which could give rise to a claim the **Insured** shall

- (a) give immediate notice in writing to the Insurer
- (b) forward to the Insurer immediately on receipt any letter claim writ summons, PIAB notice or process received in connection with the occurrence
- (c) give all necessary information and assistance to the Insurer to enable it to deal with settle or resist any claim as the Insurer may think fit. Such information and assistance shall be given without any delay
- (d) so far as reasonably practicable ensure that no alteration or repair is made to any machinery appliance plant way or fitting after an accident has occurred until the Insurer has had an opportunity of carrying out an inspection

9. Control of Claims

- (a) The **Insured** shall not
 - (i) except at their own cost take any steps to compromise or settle any claim or admit liability without specific instructions in writing from the Insurer
 - (ii) give any information or assistance to any person claiming against them without the consent of the Insurer
- (b) The Insurer
 - (i) shall for so long as they desire take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which the Insurer may be liable under the Policy
 - (ii) may before or after settlement of any claim use the name of the **Insured** to enforce for the benefit of the Insurer any order made for costs or otherwise or to make or defend any claim for indemnity or damages against any third party or for any other purposes connected with this Policy

10. Discharge of Liability – Public Liability and Products Liability Sections

The Insurer may at any time pay to the **Insured** in connection with any claim or series of claims the amount of the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses recoverable or incurred prior to the date of such payment

11. Discharge of Liability – Employers Liability Section

The Insurer may at any time pay to the **Insured** in connection with any claim or series of claims the amount of the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims

12. Cancellation

The Insurer may cancel this Policy or any Section thereof at any time by sending fourteen days notice by registered post to the **Insured** at the **Insured's** last known address and in such event the **Insured** shall become entitled to a return of a proportionate part of the premium (provided the premium has been paid to the Insurer) corresponding to the unexpired period of Insurance.

13. Arbitration

If any difference shall arise under this Policy such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force.

Where any difference is by this Condition to be referred to arbitration the making of any award shall be a condition precedent to any right of action against the Insurer

Claims not referred to arbitration within 12 months from the date of disclaimer of liability shall be deemed to have been abandoned.

14. Insurance Act 1936

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

15. Stamp Duty

Stamp Duty has been or will be paid in accordance with the provisions of Section 19 of the Finance Act 1950 as amended

16. Instalment Premium Clause

Where the **Insured** has agreed under a separate credit agreement to pay the premium by instalments any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default

17. Currency

It is understood and agreed that the currency of all premiums sums insured indemnities and excesses shown in the Schedule of this Policy or any renewal Notice or endorsement relating thereto shall be deemed to be Euro

Complaints Procedure

At Zurich, **we** care about **our** customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that **you** have cause for complaint, either in relation to your Policy or any aspect regarding the standard of **our** service, please see the steps outlined below.

- If **you** have arranged your Policy with Zurich through a Broker, **you** should firstly direct your complaint to the Broker with whom **you** arranged your Policy.
- If **you** deal with **us** directly, **you** should contact the Customer Services Co-ordinator, Zurich Insurance, PO Box 78, Wexford. Telephone (01) 667 0666.

If the complaint is not resolved to your satisfaction, **you** should write to the Chief Executive Officer at the aforementioned address, or alternatively **you** may wish to contact:

- (i) Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.
Lo-Call: 1890 88 20 90
- (ii) Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77
- (iii) Insurance Ireland, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914

Your right to take legal action is not affected by following any of the above procedures.

Data Protection

Zurich will hold your details in accordance with our Data Protection and Privacy Policy together with all applicable data protection laws and principles.

Information you supply may be used by us for the purposes of administering your Policy (including underwriting, processing, claims handling and fraud prevention) within the Zurich Insurance Group and our partners inside and outside the European Economic Area.

We may share with our agents and service providers, members of the Zurich Insurance Group, other insurers and their agents, and with any intermediary acting for you, and with recognised trade, governing and regulatory bodies (of which we are a member or by which we are governed) information we hold about you and your claims history. This includes the Insurance-Link database and the Insurance Ireland anti-fraud claims matching database. We may also in certain circumstances use private investigators to investigate a claim.

We may also need to collect sensitive personal data (for example, information relating to your physical or mental health or the commission or alleged commission of an offence) to assess the terms of insurance we issue/arrange or to administer claims which arise.

Unless you have advised us otherwise, we may share information that you provide to companies within the Zurich Insurance Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

Please email dataprotectionofficer@zurich.ie or write to us at below address if you do not wish your information to be utilised for these purposes.

You have a right of access to and a right to rectify data concerning you under the Data Protection Acts 1988 and 2003. Should you wish to exercise this right, please write to the Data Protection Officer, Zurich Insurance, PO Box 78, Wexford. To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts and cheque should be made payable to Zurich.

By providing us with your information and proceeding with this contract, you consent to all of your information being used, processed, disclosed, transferred and retained for the purposes of insurance administration (including underwriting, processing, claims handling and fraud prevention).

Please note that a copy of our full Data Protection and Privacy Policy can be viewed on our website www.zurichinsurance.ie or requested by writing to our Data Protection Officer at Zurich Insurance, PO Box 78, Wexford. Alternatively you can email dataprotectionofficer@zurich.ie

Customer Information

Law Applicable to this Contract

The Insurer with which your contract is concluded is Zurich Insurance plc which is established in Ireland. Under the relevant European and Irish Legal Provisions, the parties to this contract of insurance are free to choose the law applicable to the contract. This contract is governed by Irish Law.

Zurich Insurance plc
PO Box 78, Wexford, Ireland.
Telephone: 01 667 0666 Fax: 01 667 0644 Website: www.zurichinsurance.ie
Zurich Insurance plc is regulated by the Central Bank of Ireland.

