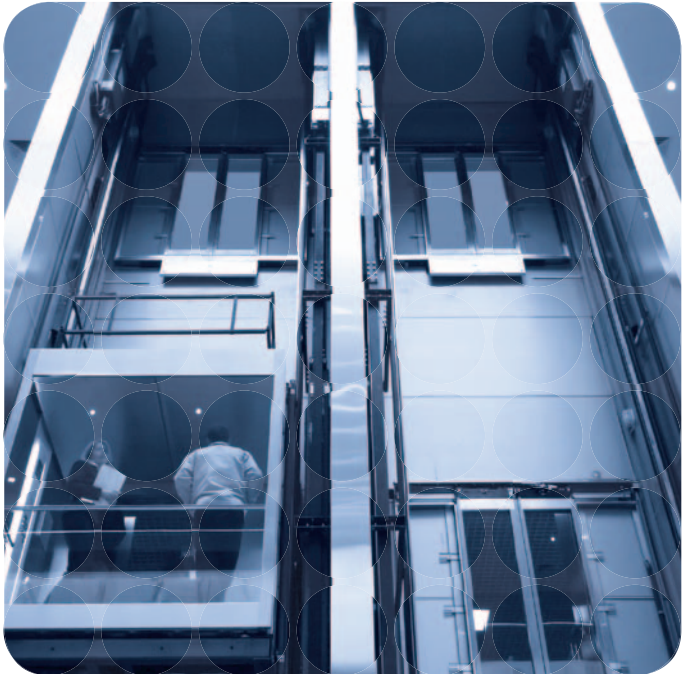


# Plant Protection Insurance

Policy Document





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## The Contract of Insurance

### **Plant Protection Insurance Policy**

Zurich Insurance plc (The Insurer) 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

Compliance with all the terms provisions conditions and endorsements of the Policy shall be a condition precedent to the right of the Insured to recover under this 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

A handwritten signature in black ink, appearing to read 'Ken Norgrove', with a long horizontal stroke extending to the right.

**Ken Norgrove**  
Chief Executive Officer Ireland

For your own protection you are recommended to read your Policy and all its Conditions to ensure that it is in accordance with your intentions.

## Cover

The Insurer will indemnify the Insured against

### **Damage to Plant**

- (a) sudden and unforeseen damage including Breakdown as defined to Plant and Machinery as described on the Plant Schedule occurring at the locations specified which necessitates immediate repair.

### **Third Party Liability**

- (a) all sums for which the Insured shall become legally liable to pay as compensation for death of or bodily injury to any person (other than a person under a contract of service or apprenticeship with the Insured sustaining death or bodily injury which arises out of and in the course of his employment by the Insured).
- (b) all sums for which the Insured shall become legally liable to pay as compensation for damage to property not belonging to the Insured nor held by him in trust or on commission nor for which he is responsible.

directly consequent upon and solely due to Explosion or Collapse of Pressure Plant as described on the Plant Schedule or where this cover is indicated as applying arising out of the use of Lifting Machines described on the Plant Schedule.

The Insurer will also pay Legal costs and Solicitors fees.

### **Own Surrounding Property**

Damage to property owned by or held by the Insured in trust or on commission or for which he is responsible directly consequent upon and solely due to Explosion or Collapse of Steam Pressure Plant as described on the Plant Schedule.

### **Limit of Liability**

The amount of liability under this Policy shall not exceed the Sum Insured stated against each item described in the Schedule.

Where the Sum Insured is reduced by payment made hereunder the Sum Insured shall be reinstated provided the Insured shall pay such additional premium as may be required by the Insurer which additional premium shall be disregarded for the purpose of any adjustment under this Policy.

### **Inspection Service**

The Insurer will make periodical inspections of the Plant and will supply reports thereon and the Insured shall at all times agreed with the Insurer cause the Plant to be stopped and properly prepared for such examinations as may be required by statute or specially requested by the Insurer which shall be at no expense in connection with any preparation for examination or test or reassembly thereafter.

This Service will not include:

- a) Inspections required by the Insured to be done outside the hours of 9am and 5pm or on Saturdays, Sundays or Bank Holidays.
- b) Pre-commissioning inspections laboratory services consultation work the provision of written schemes load testing non-destructive testing thermographic testing radiography checking of drawings or designs or inspections prior to sale or purchase.

### **Plant and Machinery**

The term Plant and Machinery does not include damage to

- (a) glass or non-metallic parts or to a device for safety or protection when it operates for that purpose
- (b) chipping or scratching of painted or polished surfaces
- (c) damage to bulbs thermionic valves electric heating elements photo electric cells transistors cathode ray and x-ray tubes and similar apparatus
- (d) tracks rails wear plates cutting edges crushing grinding or hammering surfaces cutting shaping or drilling tools and the like
- (e) renewable parts and tools such as bits knives cutters blades chains belts ropes jointing and packing materials flexible pipes and hoses or similar items
- (f) slings dogs chains or ropes by which a load is attached.

## Definitions

### **Boiler and Pressure Plant**

Those parts of the permanent structure (including fittings and direct attachments) subject to steam and other fluid pressure

Excluding (except where specifically described in the schedule)

- (i) superheaters or economisers
- (ii) interconnecting piping or anything attached to such piping
- (iii) ancillary equipment
- (iv) foundations masonry brickwork and chimneys

### **Explosion**

The sudden and violent rending of the Pressure Plant by force of internal steam or other fluid pressure (other than pressure of chemical action or of the ignition of the contents or of ignited flue gases) causing bodily displacement of any part of the Pressure Plant together with forcible ejection of the contents

### **Collapse**

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Pressure Plant caused by crushing stresses by force of steam or other fluid pressure (other than pressure of chemical action or of the ignition of the contents or of ignited flue gases)

### **Lifting Plant**

In respect of lifts platform hoists and lifting tables all integral parts up to and including main circuit breakers or control valves (excluding any supporting structure or foundations masonry or brickwork)

In respect of cranes and other lifting Plant all parts commencing in the case of a fixed unit at the point or points of anchorage and in the case of a travelling unit at and including the track wheels and terminating in the case of any unit at the hook shackle or other connection to the burden rope or chain by which the load or appliance is attached and in the case of electrically driven Plant all electrical equipment by which the Plant is driven commencing at the intake switch or plug or other connection on the Plant

Plant described in the Plant Schedule includes driving motors where appropriate

**Electrical Plant**

All integral parts of an item of the class or type of Plant described in the Plant Schedule including the individual switchgear for a motor and the wiring between the motor and its switchgear or between a generator and switchboard

Excluding foundations masonry or brickwork

Plant described in the Plant Schedule includes driving motors where appropriate

**Breakdown**

Damage to plant if specified on Plant Schedule occasioned by

- (a) the actual breaking distortion or burning out of any part of the Plant whilst in ordinary use arising from either mechanical or electrical defect in the Plant causing its sudden stoppage and necessitating immediate repair or replacement of the Plant before it can resume normal working including any resultant loss of cooling lubricating insulating oil refrigerant or brine
- (b) the fracturing of any part of the Plant by frost when such fracture renders the Plant inoperative
- (c) the actual complete severance of a rope forming part of plant designed for lifting (but not breakage or abrasion of individual wires or strands)

**Extensions of Cover****Automatic Cover**

The Plant described herein shall be deemed to include for a period not exceeding twelve months additional Plant which is installed and ready for use and which is of a category which the Insured has previously declared his intention to insure provided that

- (a) such additional Plant is free from material defects known to the Insured and complies with any statutory obligation concerning its examination and certification
- (b) the Insured shall inform the Insurer as soon as possible of the installation of such additional Plant and pay the premium on the basis agreed between the Insured and the Insurer from the date of such installation

If following inspection any such item of additional Plant proves to be unacceptable to the Insurer for insurance the Insured will be notified in writing and the insurance provided under this Policy on such item will terminate immediately.

**Reinstatement**

In the event of destruction of or damage to any Plant described in the Plant Schedule and or to other property belonging to the Insured for which a claim is admitted under this Policy the basis upon which the amount payable under the Policy is to be calculated shall be the reinstatement of the Plant or property destroyed or damaged

"Reinstatement" shall mean:

- 1 where the said Plant or property is destroyed
    - (a) if a building the rebuilding of the property
    - (b) if not a building its replacement by similar Plant or property
- in either case in a condition equal to but not better or more extensive than its condition when new

- 2 where the said property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new

the term "property" in 1 and 2 above shall not include stock in trade or goods in process of manufacture

- 3 where the said Plant is damaged the repair of the damaged item so that its working condition is substantially the same as that immediately before the accident

provided that

- (a) the work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurer not being increased thereby) will be commenced and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable under the Policy if this extension had not been incorporated shall be made
- (b) where the said property is damaged or destroyed in part only the liability of the Insurer shall not exceed the sum representing the cost which the Insurer could have been called upon to pay for reinstatement if such property had been wholly destroyed
- (c) no payment beyond the amount which would have been payable under this Policy if the cover provided by this extension had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred
- (d) no payment beyond the amount which would have been payable under this Policy if this extension had not been incorporated shall be made if at the time of any destruction or damage to the said Plant or property insured hereunder it shall be covered by any other insurance effected by or on behalf of the Insured which is not upon a reinstatement basis
- (e) where by any reason of the above provisions no payment is to be made beyond the amount which would have been payable under the Policy if this extension had not been incorporated therein the rights and liability of the Insurer and the Insured in respect of the destruction or damage shall be subject to the terms conditions and limitations of this Policy as if this extension had not been incorporated therein

Provided the total amount payable under this Policy shall not exceed the Limit of Liability

#### **Temporary Repair/Repair Expediting**

In respect of each claim for damage to the Plant for which liability is admitted under this Policy the Insurer will subject to the Limit of Liability pay the reasonable cost of effecting temporary repair and of expediting permanent repair including overtime working and the use of express or other means of rapid transport provided that the cost does not exceed €6,340

#### **Reinstatement After Loss**

In consideration of the sum insured by each item not being reduced by any loss the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of expiry of the period of insurance

#### **Local Authorities Clause**

In the event of destruction of or damage to property belonging to the Insured for which a claim is admitted under this Policy and where such property is identified in the Schedules the Indemnity shall include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with Buildings or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority



Provided that:-

- (1) The amount recoverable under this extension shall not include:
  - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
    - (i) in respect of destruction or damage occurring prior to the granting of this extension
    - (ii) under which notice has been served upon the Insured prior to the happening of the destruction or damage
    - (iii) in respect of undamaged property or undamaged portions of property
  - (b) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws
- (2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurer may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased

## Extensions of Cover (applicable only if stated in the Schedule)

### **Flue Gas Explosion**

The Insurer will indemnify the Insured against damage and/or liability as defined in the Policy arising as a direct consequence of and solely due to explosion of flue gases in the flues of boilers and/or economisers in the Plant Schedule

Provided that in respect of any one item or group of items the aggregate liability of the Insurer under the indemnity given by this Policy shall not exceed the limit of indemnity stated on the Schedule

The Insurer will also be responsible for costs and expenses recovered from the Insured by any claimant and for costs incurred with the written consent of the Insurer

## General Exceptions

The Insurer shall not be liable for loss or damage in respect of

### **Schedule**

Plant or Machinery not described on the Plant Schedule

### **Excess**

the amount stated on the Schedule as the Excess in respect of the cost of each and every occurrence for which the Insured is indemnified by this Policy

### **Wear and Tear**

the cost of rectification or making good of

- (a) wear and tear gradual deterioration due to atmospheric conditions or otherwise wasting grooving rust corrosion or oxidisation or scratching of painted or polished surfaces

- (b) gradually developing defects flaws deformation distortion cracks or partial fractures
- (c) loose parts or defective joints or seams
- (d) the cost of maintenance work

**Fire & Theft**

loss or damage arising out of fire lightning explosion (other than explosion defined under Pressure Plant definitions of cover) flood inundation earthquake or water leaking or discharged from any sprinkler installation theft or any attempt thereat

**Assumed Liability**

liability assumed by agreement unless such liability would have attached to the Insured notwithstanding such agreement

**Exceptional Working Conditions**

- (a) damage to Plant and other insured property arising out of and during hydraulic tests of Boiler and Pressure Plant
- (b) damage or liability arising out of Plant being subject to other tests involving abnormal stresses or arising out of Plant being intentionally overloaded
- (c) damage or liability arising out of any raising or lowering operations in which a single load is shared between any item of Lifting and Handling Plant and any other lifting equipment (whether insured thereunder or not) unless otherwise agreed and endorsed hereon

**Installation**

plant and machinery which is under construction or being installed

**Goods lifted/processed**

property being lifted conveyed handled heated cooled or processed by or contained in the plant

**Removals**

loss or damage to any insured item during installation erection dismantling resiting transportation or removal other than resiting or removal under its own power upon the site of its operations

**Contents**

the contents of any item other than the contents of any fuel oil storage tank

**Office Equipment**

loss or damage to any electronic data processing equipment, peripherals and office equipment

**Prototypes**

any item of prototype nature or unproven design

**Underground pipes**

any pipes or cables buried underground unless laid in prepared ducts or trenches

**Repairs**

loss or damage caused by the application of any tool or process to any item of property insured in the course of maintenance inspection repair alteration modification or overhaul

**Consequential Loss**

loss of use of machinery or any consequential loss howsoever caused

**Wilful Act**

loss or damage caused by the wilful act or wilful neglect of the Insured

**Pollution**

loss or damage caused by pollution or contamination other than loss of or damage to the property insured caused by pollution or contamination

**Consequential Loss**

liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein

**Sonic Waves**

loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

**Nuclear Risks**

loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

**War and Riot**

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 military or usurped power confiscation commandeering nationalisation or requisition or destruction of or damage to property by or under order of any Government Public Municipal or Local Authority riot strike lockout or civil commotion.

**Terrorism**

- (a) loss or Damage occurring in the United Kingdom of Great Britain and Northern Ireland other than in Northern Ireland by fire or explosion occasioned by or happening through or in consequence directly or indirectly of **Terrorism**
- (b) loss or Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
  - (i) riot, civil commotion and (except in respect of Damage by fire or explosion), strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
  - (ii) **Terrorism**

For the purposes of this policy **Terrorism** shall mean any act of any person on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

In any action suit or other proceedings where the Insurer alleges by reason of this definition any loss or Damage is not covered by this Policy the burden of proving that such loss or Damage is covered shall be upon the Insured

**Date Recognition**

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 its 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 its 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.

Subject otherwise to the terms, conditions and limitations of the Policy.

## Conditions

### **Examinations**

The Insurer shall have the right to examine the Plant at all reasonable times and the Insured shall afford reasonable facilities for representatives of the Insurer to examine any such Plant

The Insured shall provide any equipment required such as ladders, hoists or other means of safe access to enable statutory inspection of Plant to be undertaken by the Insurer's Engineer Surveyors.

All Boilers and Pressure Vessels should be suitably cleaned and prepared to allow for the internal and external inspection of such Plant as required by statute.

All fittings attached to Steam Boilers must be dismantled and removed prior to the statutory inspection being undertaken.

Unless otherwise agreed the Insurer shall not carry out or witness any ultrasonic radiographic or other special tests of a non-routine character nor in the case of Lifting and Handling Plant any proof load stability anchorage or similar test nor shall the Insurer carry out any examination or inspections demanded by statute or otherwise where the frequency of such would be at intervals of less than six months

The Insured shall be responsible at all times for ensuring that statutory examinations are carried out

### **Observance of Policy Terms**

Observant of the terms limitations and conditions of the Policy shall as far as the nature of them respectively will permit to be precedent to any liability of the Insurer

### **Misrepresentation Non-disclosure**

This Policy shall be avoidable in the event of misrepresentation misdescription or non-disclosure of any material particular

### **Alteration of Working Conditions**

If any material change in the insured risk takes place during the Period of Insurance or if the Insured proposes any alteration of or addition to or if any defects or conditions of working are discovered which render the risk more than usually hazardous the Insured shall forthwith notify the Insurer and take such actions as circumstances may require

**Reasonable Precautions**

The Insured shall take and cause to be taken all reasonable steps to ensure the Plant is properly maintained and all reasonable precautions to prevent accidents and to safeguard the property insured against loss or damage and to ensure that all statutory and other regulations relating to the property insured are observed

**Suspension of Cover**

The Insurer reserves the right at any time to suspend the insurance on any Plant until the requirements of the Insurer for the safe operation of the Plant have been fulfilled

**Insurance Act 1936**

All moneys 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 the Republic of Ireland

**Stamp Duty**

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

**Instalment Plan Default**

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

## Claims Conditions

**Other Insurance**

The Insurer shall not be liable for any loss or damage which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under the policy or policies had this insurance not been effected

**Fraudulent Claims**

If any claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulently or intentionally exaggerated or if any false declaration or statement be made in support thereof then no claim shall be recoverable hereunder

**Claims Procedure**

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall

- (a) give as soon as reasonably practicable notice by telephone and in writing to the Insurer supplying such proofs of claim as may be reasonably required by the Insurer
- (b) preserve any damaged or defective property which might prove necessary as evidence for examination by the Insurer's representatives
- (c) in the case of property lost or stolen or maliciously damaged take all practicable steps (including giving immediate notice to the Police Authority) to discover any guilty person and to trace and recover the missing property

- (d) in the case of any claim made upon the Insured by any third party forward to the Insurer immediately and unacknowledged every written communication or information as to any verbal notice of claim and all proceedings

#### **Third Party Claims Procedure**

In the event of any claim made upon the Insured by a third party in respect of which the Insurer may be liable under this insurance the Insured shall not incur any expense whether by litigation or otherwise or make any payment settlement arrangement or admission of liability without the written authority of the Insurer. The Insurer shall be entitled to use the name of the Insured for all purposes in connection with this insurance including the bringing defending enforcing or settling any legal proceedings for the benefit of the Insurer

#### **Control of Claims**

The Insurer shall be entitled in the name of the Insured to take all necessary steps for enforcing any rights against any other party before or after meeting the Insured's claim and may at its discretion take over defend or settle any claim by a third party. The Insurer shall be given such information and assistance by the Insured as may be required

#### **Options for Claims Settlement**

The Insurer may at its option repair reinstate or replace any property lost or damaged or pay the amount of the damage. Where loss or damage is confined to a part of a machine or structure the Insurer shall be liable for only the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible. The Insured shall not be entitled to abandon any property to the Insurer whether taken into possession by the Insurer or not

The Insurer shall in no case be liable for the cost of any alterations additions improvements modifications or overhauls

#### **Repairs**

The Insured may proceed with minor repairs to the Plant without prejudice to the liability of the Insurer provided that notice and full particulars of the repairs are given to the Insurer forthwith and any damaged parts are kept for inspection

Other repairs to the Plant shall only be carried out with the consent of the Insurer and the insurance shall be suspended as regards damage or liability arising out of the operation of the Plant concerned until the repairs have been completed to the satisfaction of the Insurer

#### **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 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

## 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, Zurich House, Ballsbridge Park, Dublin 4. 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) Irish Insurance Federation, 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 Financial Services Group and our partners inside and outside the European Economic Area.

We may share with our agents and service providers, members of the Zurich Financial Services 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 Irish Insurance Federation's 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 Financial Services 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](mailto: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, Zurich House, Ballsbridge Park, FREEPOST, Dublin 4. 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.zurich.ie](http://www.zurich.ie) or requested by writing to our Data Protection Officer at Zurich, Zurich House, Ballsbridge Park, FREEPOST, Dublin 4. Alternatively you can email [dataprotectionofficer@zurich.ie](mailto: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.

### **Arson Prevention**

Each year insurance companies pay out in excess of €12.5m in claims for fires started deliberately.

Deliberate fire may be associated with vandalism or burglary and can result in:-

- Premises being extensively damaged or destroyed
- People being seriously injured or even killed
- Businesses bankrupted.

Buildings can be the subject of deliberate attack by fire both externally and internally. This can be eliminated or reduced by putting into practice certain preventive measures, a number of which are listed hereunder.

- Strengthen doors, window locks, perimeter walls, fencing and gates. Where necessary install intruder and/or smoke alarms.
- Accompany visitors on and off your premises if possible, or at least monitor their movements. Check anyone you don't recognise.
- Keep all combustible materials under lock and key, if possible - at least remove from open yards.
- Timber pallets should be stored in the open in areas well away from buildings or perimeter fences.
- Hazardous goods such as flammable liquids should be removed and locked up separately at the end of each day.
- Gas cylinders should be locked away in a secure and well ventilated compound.
- Petrol or diesel pumps should be immobilised.
- Draw up a plan to deal with the threat of bombs/incendiary attacks.
- Be vigilant for suspicious objects and notify Gardai if anything is found.

The above measures if implemented where appropriate, should help protect your buildings from deliberate fire.





**Zurich Insurance plc**  
Zurich House, Ballsbridge Park, Dublin 4, Ireland.  
Telephone: 01 667 0666 Fax: 01 667 0644 Website: [www.zurich.ie](http://www.zurich.ie)  
Zurich Insurance plc is regulated by the Central Bank of Ireland.

