



LLOYD'S

SELF BUILD INSURANCE

IMPORTANT NOTICE TO THE INSURED

This insurance is a legal contract. The *Insured* should read it carefully to ensure that it is in accordance with its requirements and that the *Insured* understands its terms and conditions. The insurance broker or other intermediary who arranged this insurance for the *Insured* should be contacted as soon as practicably possible if any correction is required. The *Insured's* attention is particularly drawn to the notices that appears overleaf.

Administered by Optis Insurances Limited

Registered office: Unit 1, Knightsbrook Square, Knightsbrook, Trim, Co. Meath C15 AN81

Registered in Ireland

Optis Insurances Limited t/a Optis Insurance is regulated by the Central Bank of Ireland

NOTICES

Regulatory Information

1. Lloyd's Insurance Company S.A.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium.

Its Firm Reference Number(s) and other details can be found on www.nbb.be.

Website address: www.lloyds.com/brussels

E-mail: enquiries.lloydsbrussels@lloyds.com.

2. Registered in England Number 1815126XL Catlin Services SE

XL Catlin Services SE acts as an agent of Lloyd's Insurance Company S.A. in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered office: Wolfe Tone House, Wolfe Tone Street, Dublin 1, D01HP90, Ireland.

Registered in Ireland Number 659610

3. Optis Insurances Limited

Registered Office: Unit 1, Knightsbrook Square, Knightsbrook, Trim, Co. Meath C15AN81

Optis Insurances Limited t/a Optis Insurance is regulated by the Central Bank of Ireland

The *Insured* can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate

Complaints Procedure

The *Insurer* is dedicated to providing a high-quality service and wants to ensure that they maintain this at all times. Any complaint should be addressed to:

Head of Complaints Management
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels
Belgium
Tel: +32 (0)2 227 39 40
E-mail: lloydseurope.complaints@lloyds.com.

The complaint will be acknowledged, in writing, within 5 (five) business days of it being made.

The *Insured* will also be informed of the name of one or more individuals that will be their point of contact regarding the *Insured's* complaint until the complaint is resolved or cannot be progressed any further.

The *Insured* will be provided with an update on the progress of the investigation of their complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on the *Insured's* complaint will be provided to them, in writing, within 40 (forty) business days of the complaint being made.

Should the *Insured* remain dissatisfied with the final response or if the *Insured* has not received a final response within 40 (forty) business days of the complaint being made, the *Insured* may be eligible to refer their complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman

3rd Floor, Lincoln House, Lincoln Place,
Dublin 2 D02 VH29
Ireland

Tel: +353 1 567 7000

Fax: +353 1 6 620 890

E-mail: info@fspoi.ie

If the *Insured* has purchased this policy online the *Insured* may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to the *Insured's* right to commence a legal action or an alternative dispute resolution proceeding in accordance with the *Insured's* contractual rights.

Guarantee Scheme

Depending upon where in the EEA the *Insured* and/or the insured risk is located there may be a local scheme that applies. Where a scheme is available in an EEA member state it may cover only limited types of insurance (e.g. compulsory motor cover) although some jurisdictions have wider schemes. If the *Insured* has any questions, please contact the Insurer.

Accessibility

Upon request the *Insured* can be provided by Optis Insurances Limited, with Braille, audio or large print versions of the policy and the associated documentation. If the *Insured* requires an alternative format the *Insured* should contact its broker through whom this policy was arranged.

Insurance Act 1936

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

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Currency

The currency of all *Premiums*, *Sums Insured*, limits of liability and excesses shown in the *Schedule* of this policy or any subsequent renewal notice or *Endorsement* shall be deemed to be Euro.

Fair Processing Notice

(a) Lloyd's Insurance Company S.A

Your personal information notice

Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub- contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

Optis Insurances Limited, Unit 1 Knightsbrook Square, Knightsbrook, Trim Co. Meath.

Tel: 0469481667 Email: info@optis.ie

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

(b) Optis Insurances Limited

Any information the *Insured* has provided to Optis Insurances Limited will be processed in compliance with the provisions of the General Data Protection Regulation (EU) 2016/679 .

For more information about how Optis Insurances Limited process your personal data, please see our full privacy notice at

<https://www.optisweb.com/privacypolicy.pdf>

Language Applicable

All documentation and communication in respect of the policy will be in the English language.

Sanctions

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

Government Charges

The first premium herein includes any such charges.

Choice of Law

The parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this Policy will be governed by Irish law and subject to the exclusive jurisdiction of the courts of Ireland.

Rights of Third Parties

A person who is not a party to this Policy has no right to enforce any term of this Policy but this does not affect any right or remedy of a third party that is available under the Consumer Insurance Contracts Act 2019.

Claims Procedure

If any incident occurs which might result in a claim the *Insured* must as soon as practicably possible contact Optis Insurances Limited the *Insurer* using the dedicated claim notification line:

Tel: (1) 6363144

Email: claims@optis.ie

The *Insured* should refer to General Conditions and Claims Conditions towards the end of the policy for full details of the claims procedure and conditions.

Contacting Optis Insurances Limited

The *Insured* can contact Optis Insurances Limited at:

Unit 1, Knightsbrook Square,
Knightsbrook
Trim
County Meath C15 AN81

Service of Suit for Lloyd's Insurance Company S.A.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to its care of:

XL Catlin Services
SE, UK Branch 20
Gracechurch Street
London
EC3V 0BG
United Kingdom

who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this policy and, to the extent required, shall apply to give effect to that process.

Important Information

This Self Build Policy is a contract between You and Us administered by Optis Insurance on Our behalf. This Policy consists of this document, the Schedule, Endorsements, if any, all of which are a single document and are to be read as one contract. In this Policy, certain words or phrases are specially defined. In deciding to accept this Policy and in setting the terms and premium We have relied on the information which You have provided to Us.

In consideration of You paying to Us the premium mentioned in the Schedule, We will insure You, subject to the terms and conditions of this insurance, against the events set out in the Policy, during the Period of Insurance or any subsequent period for which We agree to accept payment of premium.

Please read this Policy carefully to ensure it meets with Your particular needs. Keep this information in a safe place - You may need to refer to it if You have to make a claim.

Information You Have Given Us

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

If We establish that You fraudulently provided Us with untrue or misleading information We will have the right to:

- (a) treat this Policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If We establish that You negligently provided Us with untrue or misleading information We will have the right to:

- (i) treat this Policy as if it never existed, refuse to pay any claim and return the premium You have paid, if We would not have provided You with cover;
- (ii) treat this Policy as if it had been entered into on different terms from those agreed, if We would have provided You with cover on different terms;
- (iii) reduce the amount We pay on any claim in the proportion that the premium You have paid bears to the premium We would have charged You, if We would have charged You more.

We will notify You in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, We will have the right to:

- (1) give You notice that We are terminating this Policy; or
- (2) give You notice that We will treat this Policy and any future claim in accordance with (ii) and/or (iii), in which case You may then give Us notice that You are terminating this Policy.

in accordance with Cancellation and Cooling-Off Provisions.

Cancellation and Cooling-Off Period

(a) The Insured's Right to Cancel during the Cooling-Off Period

The Insured is entitled to cancel this Policy by notifying the Insurer through Optis in writing, by email or by telephone within fourteen (14) business days of either:

- (i) the date the Insured receives this Policy; or
- (ii) the start of the Period of Insurance;

whichever is the later.

A full refund of any premium paid will be made unless the Insured have made a claim in which case the full annual premium is due.

(b) The Insured's Right to Cancel after the Cooling-Off Period

The Insured is entitled to cancel this Policy after the cooling-off period by notifying the Insurer through Optis in writing, by email or by telephone. Cancellation will be effective from the date of such notice to cancel. Any return of premium due to the Insured will be calculated at a

proportional daily rate depending on how long the Policy has been in force unless the Insured has made a claim in which case the full annual premium is due.

(c) The Insurer Right to Cancel

The Insurer is entitled to cancel this Policy, if there is a valid reason to do so, including for example:

- (i) any failure by the Insured to pay the premium; or
- (ii) a change in risk which means the Insurer can no longer provide the Insured with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation the Insurer requests, such as details of a claim;

by giving the Insured fourteen (14) business days' notice in writing. Any return of premium due to the Insured will be calculated at a proportional daily rate depending on how long the Policy has been in force unless the Insured has made a claim in which case the full annual premium is due.

Change in Circumstances

You must tell Us through Optis as soon as practicably possible of any change in the information You have provided to Us which happens before or during any Period of Insurance.

When We are notified of a change We will tell You if this affects Your Policy. For example We may cancel Your Policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of Your Policy or require You to pay more for Your insurance. If You do not inform Us about a change it may affect any claim You make or could result in Your insurance being invalid.

Fraudulent Claims

If You, or anyone acting for You, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, We:

- (a) will not be liable to pay the claim; and
- (b) may recover from You any sums paid by Us to You in respect of the claim; and
- (c) may by notice to You treat this Policy as having been terminated with effect from the time of the fraudulent act.

If We exercise Our right under (c) above:

- (i) We shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under this Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) We need not return any of the premium paid.

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Definitions

Act of Terrorism

shall mean an act including for example the use of force or violence and or the threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or to put the public or any section of the public in fear

Computer Virus

Shall mean a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes for example 'Trojan Horses', 'worms' and 'time or logic bombs'.

Damage

shall mean sudden, unforeseen physical loss, destruction or damage to the Property Insured

Electronic Data

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

Endorsement

shall mean additional terms and conditions agreed by Us being applied to the Policy document which could amend or restrict cover

Estimated Original Contract Price

shall mean an estimated valuation of the Self Build Project to be carried out or the estimated contract price at the commencement date of the Self Build Project

Excess

shall mean the total amount to be borne by You and deducted from each and every claim for Damage before We shall be liable to make any payment

Existing Property

shall mean any existing structure on or adjacent to the site of the Self Build Project for the purposes of the execution of the Self Build Project, but despite of anything to the contrary excluding outbuildings, ancillary buildings or any boundary walls, unless specifically named and identified in the Schedule

Free Materials

shall mean and be limited to any materials supplied by or provided to the Insured for inclusion in the Self Build Project for which the Insured is responsible the value of which will not be included in the final valuation of the Self Build Project carried out or final contract price and which are not otherwise excluded from this Policy

Maintenance Period

shall mean the period required by the Self Build Project entered into for the performance of the Self Build Project, for the rectification, maintenance or remedy of defects by the contractor, which commences when the issue of a certificate of completion or taking over certificate has occurred or when the Self Build Project has been taken back into full use by the employer, and runs for a period of time as specified within that Self Build Project or a maximum of twelve (12) months from the date of issue of the certificate of completion or taking over certificate or when the Self Build Project was taken back into full use by the employer, whichever is the lessor

Materials and Goods

shall mean materials and goods belonging to the Insured or for which the Insured is responsible all pertaining to the Contract

Period of Insurance
shall mean Period of Insurance specified in the Schedule

Policy
Shall mean policy wording, Schedule, Endorsements and any other documents attached

Policy Territories
shall mean the Republic of Ireland

Pollution or Contamination
any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including for example material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property

Property Insured
shall mean Items shown in the Schedule

Schedule
shall mean the document which contains details about the Insured and the Property Insured. It also contains details of the limits of liability, the premium payable by the Insured, the Excess and any Endorsements to apply to the Policy.

Self Build Project
shall mean the erection of or alteration or extension or conversion to property or properties at the address specified in the Schedule

Unattended Vehicle
shall mean and be limited to a vehicle with no one in charge keeping it under observation and able to observe any attempt to interfere with it with a reasonable prospect of preventing any unauthorised interference

We/Our/Insurer
shall mean Lloyd's Insurance Company S.A.

Wear and Tear
reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time

You/ Your/Insured
shall mean the person or persons named as such in the Schedule

Operative Clauses

In consideration of the Insured paying to the Insurer the premium, the Insurer will to the extent of and subject to the terms of this Policy cover the Insured in respect of Damage however caused to the Property Insured shown in the Schedule occurring on or adjacent to the site (other than the site of a nuclear installation) of any contract works to which this Policy applies within the Policy Territories during any Period of Insurance up to the Sums Insured enlisted in the Schedule including:

All works and temporary works (including plans, drawings, specifications or photographs) executed in performance of the Contract including Free Materials to be incorporated therein being the property of the Insured or for which the Insured is responsible whilst on the Contract site of the contracts or during transit to or from the Contract site to the contracts (including any associated loading or unloading) anywhere in the Policy Territories.

Constructional plant, tools, equipment, site huts or caravans the property of the Insured for use in connection with the contract works whilst on the Contract site (including any associated loading or unloading) anywhere in the Policy Territories.

Constructional plant, tools, equipment, site huts or caravans hired in by the Insured for use in connection with the contract works whilst on the Contract site (including any associated loading or unloading) anywhere in the Policy Territories.

Limits of Liability

The Liability of the Insurer

The amount of liability under this Policy shall not exceed the Limit of Liability of any one occurrence of Damage and in the aggregate during any one Period of Insurance as stated in the Schedule.

Provided Insurer's liability for Items 2 and 3 of the Schedule shall not exceed the new value of item(s) which are less than twelve (12) months old or the market value of item(s) over twelve (12) months old at the time of the Damage.

Reinstatement of Limit of Liability

In consideration of the limit of liability not being reduced by the amount of any loss the Insured shall pay the appropriate additional premium on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance (which additional premium shall be disregarded for the purpose of any adjustment of the premium under General Condition 4 of this Policy) and agrees to comply with any recommendations or other measures the Insurer may require to reduce the risk of further Damage.

Such automatic reinstatement of loss shall not apply to any loss caused by any event which is subject to an aggregate Limit of Liability.

Additional Covers

This Policy extends to include the following Extensions which are payable in addition to the Limit of Liability where applicable.

1. Transit

Damage to the Property Insured whilst in transit to or from any Self Build Project Site to which this Policy applies including loading, unloading and any storage en-route anywhere within the Policy Territories other than:

- (a) transit by sea or air
- (b) any mechanically propelled vehicle under its own power
- (c) employees' tools and personal effects
- (d) whilst in any Unattended Vehicle unless such vehicle is within a locked and secured enclosure compound or building and all keys are removed from the vehicle and all security devices, for example an alarm or immobiliser, fitted to the vehicle are in full operation.

Insurer's liability in respect of this extension shall not exceed EUR 25,000 any one Self Build Project.

2. Additional Interests

the interest of any contractor in respect of any Self Build Project to which this Policy applies but only to the extent to which that interest is required to be insured by the terms of the contract entered into by the contractor and where under the terms of the contract the Insured is responsible for arranging the insurance of the Self Build Project.

3. Architects Surveyors and Consulting Engineers Fees

Architects' Surveyors' Consulting Engineers' and other such professional fees incurred in the repair, replacement or reinstatement of the Property Insured consequent upon its Damage but not for preparing any claim.

Insurer's Liability in respect of these charges shall not exceed €50,000 any one Self Build Project.

4. Removal of Debris

costs and expenses incurred by the Insured with the consent of the Insurer in:

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring or propping up

of the portion or portions of Property Insured lost or damaged which is the subject of cover under this Policy.

Insurer's liability in respect of this extension shall not exceed 25% of the Estimated Original Contract Price or EUR 250,000 any one Self Build Project, whichever the lesser.

5. Off-Site Storage

Materials, and Goods whilst not on the site of any Self Build Project, excluding any storage en-route, but intended for inclusion in any Self Build Project covered by this Policy where the Contractor is responsible under any standard printed contract conditions provided that the value of such Materials and Goods has been included in an interim certificate and the Materials and Goods are separately stored and identified as being designated for incorporation in a specific contract.

Insurer's liability in respect of this extension shall not exceed 25% of the Estimated Original Contract Price or EUR 100,000 any one Self Build Project, whichever the lesser.

6. Public Authorities Clause

following Damage to the Property Insured under Item 1 of the Schedule the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority but excluding:

- (a) the cost of complying with any of the said Regulations or Bye-Laws
 - (i) in respect of 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 Damage
 - (iii) in respect of undamaged property or portions of property other than foundations of that portion of the property damaged
- (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 reasons of compliance with any of the said Regulations or Bye-Laws.

The work of reinstatement must be commenced and carried out with reasonable dispatch and may be carried out wholly or partially upon another site (if the said Regulations or Bye-Laws so necessitate) subject to the liability of the Insurer under the extension not being thereby increased.

Insurer's liability in respect of this extension shall not exceed EUR 25,000 any one Self Build Project.

7. Hire Charges Liability

in the event of Damage to an item of Property Insured described under Item 3 of the Schedule (liability for which has been admitted or would have been admitted but for the application of the Insured's Retained Liability) payment of hire charges for which the Insured is responsible in respect of the lost or damaged item during the period in which such item cannot be used as a result of the loss or damage.

Provided that:

- (a) no liability shall attach to the Insurer under this extension if at the time of the happening of the loss or damage the Insured is party to a contract other than a contract incorporating the current General Conditions of Hire as approved by the Irish Contractors Plant Association and the Civil Engineering Contractors Association for the hire of the lost or damaged item of Property Insured
- (b) the Insurer shall not be liable for the hire charges accruing during the 24 hours immediately following the occurrence of the Damage.

Insurer's liability in respect of this extension shall not exceed an amount of €13,000 in respect of any one incident.

8. Expediting Expenses

in the event of Damage to the Property Insured described under Item 1 of the Schedule (liability for which has been admitted under this Policy or would have been admitted but for the application of the Insured's Retained Liability) additional costs incurred by the Insured in reinstatement of the lost or damaged property by way of overtime rates of wages and the cost of special delivery.

Insurer's liability in respect of this extension shall not exceed 25% of the Self Build Project value or EUR 100,000 any one Self Build Project, whichever the lesser.

9. Immobilised Plant

the incurred cost of recovery or withdrawal of unintentionally immobilised plant or equipment provided that such recovery or withdrawal is not necessitated solely by electrical or mechanical breakdown or derangement.

Insurer's liability in respect of this extension shall not exceed EUR 10,000 any one Self Build Project.

10. Fire Brigade Charges

Fire Brigade attendance charges as may be levied by any Local Authority in dealing with any fire which results in a claim under the Policy.

Insurer's Liability in respect of these charges shall not exceed €25,000.

11. Existing Property

physical loss or damage arising from fire, lightning, explosion, aircraft including articles dropped therefrom to:

- i) the Insured's Existing Property
- ii) Any other property in the care, custody or control of the Insured (a) or (b) including property whilst being worked upon on or adjacent to the Self Build Project site provided that:
 - a) the physical loss or damage to such property arises as a direct result of the execution of the Self Build Project at the Self Build Project site,
 - b) the Insurers shall not be liable under this extension for:
 - 1) the cost of rectifying physical loss or damage which existed prior to the commencement date of the Self Build Project
 - 2) physical loss or damage which can be reasonably foreseen to be inevitable having regard to the nature of the Self Build Project or the manner of its execution,
 - 3) the Insured's Retained Liability for this extension as defined in the Risk Details.

Insurer's liability in respect of this extension shall not exceed the limit stated in the Schedule.

12. Extended Maintenance

During the Maintenance Period not exceeding twelve (12) months the cover of this extension in respect of permanent works forming part of the Property Insured is limited to loss destruction or damage:

- a) caused by the insured contractor(s) in the course of the operations carried out for the purpose of remedying any defects in such works in accordance with their obligations under the maintenance provisions of the contract, or
- b) arising from a cause occurring on Self Build Project site during construction or erection.

General Exclusions

The Insurer shall not be liable in respect of:

1. Retained Liability

the amounts specified as the Excess in the Schedule.

2. Completed Pending Sale

loss of or damage to any part of the Property Insured after such property has been completed pending sale or leasing other than any private dwelling house completed pending sale for a period of ninety (90) days from the date of its completion or until sold whichever is the earlier.

3. Completed Taken into Use and Maintenance

loss of or damage to any part of the Self Build Project site

- (a) after such part has been completed and delivered up to the owner tenant or occupier or
- (b) after such part has been taken into use by the owner tenant or occupier.

4. loss of or damage to

(a) Existing Property

property forming or which has formed part of any structure prior to the commencement of the Self Build Project unless property forming or which has formed part of any structure prior to the commencement of the Self Build Project is included in the Schedule.

(b) Money

deeds, bonds, bills of exchange, promissory notes, cash bank notes, cheques, securities for money or stamps.

(c) Licensed Road Vehicles

any mechanically propelled vehicle including any trailer attached thereto licensed for road use and for which a Certificate of Motor Insurance is required other than a vehicle used solely as a tool of trade on a site to which this Policy applies.

(d) Mechanical Failure

constructional plant due to its own mechanical failure or derangement but this Exclusion shall not apply to:

- (i) constructional plant for which the Insured is responsible under the terms of a hiring agreement (not being a leasing or hire purchase agreement) for the hiring in of such plant
- (ii) loss of or damage to other Property Insured.

(e) Waterborne Vessels and Aircraft

- (i) any vessel or craft made or intended to float on or in or travel on or through water or air
- (ii) plant tools equipment or other things in or on any vessel or craft except whilst in transit by inland waterway.

(f) Property for which the Contractor is not responsible

property for which the Contractor is relieved of responsibility by conditions of contract.

5. Defective Property

loss of or damage to and the costs necessary to replace repair or rectify any Property Insured:

- (a) which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof
- (b) which is necessary to enable the replacement repair or rectification of Property Insured excluded by 5(a) above

but exclusion 5(a) above shall not apply to other Property Insured which is free of the defective condition and is damaged as a consequence thereof.

For the purposes of this exclusion the Property Insured shall not be regarded as lost or damaged solely

by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

6. Tyres

loss or damage caused by or arising out of or due to tyres by application of brakes or by road punctures cuts or bursts

7. Pollution or Contamination

loss or damage caused by Pollution or Contamination other than that of or to the Property Insured.

8. Wear And Tear

loss or damage caused by or arising out of:

- (a) mechanical or electrical breakdown or burn out or derangement
- (b) vermin, moths or insects
- (c) corrosion, rust, mildew, dampness, marring, scratching
- (d) the cost of normal upkeep or normal making good
- (e) normal Wear and Tear.

9. Confiscation

confiscation nationalisation or requisition or destruction by or under the order of any government or public or local authority.

10. Inventory Losses

loss of property by disappearance or shortage which is only revealed when an inventory is made or is not traceable to an event.

11. Penalties

loss of income of any kind or description whatsoever including liquidated damages, penalties due to delay, fines, lack of performance, loss of contract or non-completion.

12. Terrorism

loss damage cost or expense resulting from damage occasioned by or happening through or in consequence directly or indirectly of:

- a) an Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and
- b) civil commotion in Northern Ireland.

This Policy also excludes damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an Act of Terrorism.

13. War

loss damage or expense caused by war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

14. Electronic Data Exclusion

- a) loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including for example COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils
Fire
Explosion

- c) Electronic Data Processing Media Valuation
any amount pertaining to the value of ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

15. Dewatering

loss damage or expense directly or indirectly arising from dewatering.

16. Radioactive Contamination Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion

liability, loss, damage or expense directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

17. Multiple Lifting

loss or damage to any property whilst undertaking lifting operations in which a single load is shared between more than one item of lifting equipment at the same time.

18. Non Ferrous Metal

theft of unfixed non-ferrous metals of any description unless at the time of the theft either:

- (a) an authorized employee or agent or the Insured is actually on site, or
- (b) such property is contained in a securely locked hut, container or building.

19. Communicable Disease

- 1. any loss, damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

20. Portable Equipment

loss or damage to any equipment used in connection with the Contract Works which is designed to be portable and which is:

- a) of personal, general utility, including carrying cases, computers, computer peripherals, cameras, video cameras and playing devices, watches, mobile telephones, data carrying devices, satellite navigation equipment, audio playing and recording equipment; or
- b) scientific or monitoring or testing equipment;

Unless specifically stated in the Schedule

General Conditions

1. Precautions

The Insured shall

- a) take all practicable steps to prevent loss or damage.
- b) ensure that all statutory and other regulations relating to the property insured are observed; and
- c) at all times maintain all property in a good, proper and workmanlike manner and ensure that all protection and security systems that have been advised to the Insurer, as well as all other protection and security systems, are in force at all times.

The Insurer shall have no liability under this Policy, if the Insured fails to comply with this provision, unless the Insured shows that non-compliance with this provision could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

2. Access

The Insurer's representatives shall have access at all reasonable times to the site of the Self Build Project Site and the Property Insured.

3. Observance of Conditions

The Insured shall observe and fulfil the terms provisions and conditions so far as they relate to anything to be done or complied with by the Insured.

4. Premium Adjustment

The premium for this Policy is provisional and has been calculated on estimates given by the Insured who shall keep accurate records containing all relevant particulars and which will be made available to the Insurer should they so require. The Insured shall as soon as practicable upon the expiry of each Period of Insurance declare to the Insurer the information required and the premium for such Period of Insurance will be adjusted and a return allowed or additional premium charged as the case may be but subject to any minimum requirements.

5. Stoppage of Work

In the event of stoppage of work by the Insured at the Self Build Project site from any cause for a period of three (3) consecutive months cover under Item 1 of the Schedule shall be suspended unless its continuance is agreed in writing by the Insurer.

In the event of such total or partial cessation of work the Insured shall take all practical steps to protect the Property Insured. The Insurer shall have no liability under this Policy, if the Insured fails to comply with this provision, unless the Insured shows that non-compliance with this provision could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

6. Statute Inspections

The Insured shall ensure that all plant and equipment requiring Inspection under any Statute or Order is so inspected.

The Insurer shall have no liability under this Policy, if the Insured fails to comply with this provision provisions, unless the Insured shows that non-compliance with this provision could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

7. Suspension of Cover

The Insurer or their representatives may at any reasonable time inspect the Self Build Project site and in the event of any defect or danger being apparent the Insurer may give written notice to the Insured when all liability of the Insurer arising from such defect or danger shall be suspended within a specified period of time, usually seven (7) days. If action is not taken to rectify such defect or danger the Insurer at their option may cancel this Policy in accordance with the Cancellation and Cooling- Off provisions.

8. Fire Fighting Facilities and Fire Safety on Construction Sites

The Insured hereby undertakes that the undernoted conditions will be complied with:

- a) with regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times;
- b) fire compartments as required by local regulations are installed as soon as possible after the removal of formwork. Openings for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fit-out work;
- c) waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day;
- d) a “permit to work” system is implemented for all contractors engaged in “hot work” of any kind such as for example:
 - grinding, cutting or welding operations,
 - use of blow lamps and torches,
 - application of hot bitumen,or any other heat-producing operation. “Hot work” is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting. The area of any “hot work” is examined one hour after the work has finished;
- e) All flammable material and especially all flammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work.

The Insurer shall have no liability under this Policy, if the Insured fails to comply with these provisions, unless the Insured shows that non-compliance with this provision could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Claims Conditions

ACTION BY INSURED

1. Notice of Claims

- (a) In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as practicably possible give notice thereof to the broker through whom this Policy was arranged in writing with full details and as far as practicable there shall not be any alteration or repair until the Insurer shall have had an opportunity of inspecting
- (b) In the case of theft loss or wilful damage to the Property Insured the Insured shall give notice to the mean Garda Síochána or Police
- (c) If the loss or damage to the Property Insured is not notified to the broker through whom this Policy was arranged as soon as practicably possible after the event, the Insurer shall be entitled to refuse to pay, or reduce the amount they pay, for any claim under this Policy.

2. Admission of Liability

The Insured shall make no admission of liability or offer promise of payment without the written consent of the Insurer.

3. Diminution of Loss or Damage

The Insured shall carry out and permit any action to be taken which may be practicable possible to diminish any loss or damage and at the request and expense of the Insurer do and co-operate in any measures that may be reasonably required.

4. Control of Claims

The Insured shall

- (a) at the request of and at the expense of the Insurer do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief or reimbursement from other parties to which the Insurer shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or, required to be covered before or after by the Insurer
- (b) not in any case be entitled to abandon any property to the Insurer. The Insured's property shall remain theirs at all times. Insurer will not take ownership of, accept liability for, sell or dispose of any of the Insured's property unless Insurer agree with the Insured in writing that Insurer shall do so.
- (c) not accept any payment nor make nor accept any settlement or arrangement in respect of any loss or damage without the written consent of the Insurer. Any waiver of rights shall be at the expense of the Insured.

5. Insurer Rights of Settlement

The Insurers may at its option repair reinstate or replace any property lost or damaged or pay the amount of the loss or damage in money. The Insurer shall not be responsible for the cost of any alterations additions improvements or overhauls carried out on the occasion of a repair.

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media.

6. Other Insurances

If at the time of any occurrence or claim there is or but for the existence of this Policy would be any other policy of cover or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim the Insurer shall not be liable under this Policy to cover the Insured in respect of such occurrence or claim except so far as concerns any excess beyond the amount which would be payable under such other cover or insurance had this Policy not been effected.

7. Contribution

If at the time of any event which may give rise to a claim under the Policy:

- (a) a valid claim can be made under any other insurance, warranty, guarantee or contractual undertaking in respect of that event, or
- (b) the Insured is entitled to claim any statutory compensation or damages,

cover under this Policy is limited to any loss not covered in (a) or (b) above and shall not be called into contribution.

8. Recoveries

The Insurer is entitled to control and settle any claim and to take proceedings at their cost but in the name of the Insured to secure compensation from any third party in respect of anything covered by this Policy.



TOKIO MARINE
HCC

Self Build Liability Insurance Policy Wording

Self Build Liability Insurance

POLICY WORDING

POLICY DEFINITIONS

1. **Bodily Injury** shall mean
 - a. in respect of Section 1 death bodily injury illness disease shock mental injury and mental anguish
 - b. in respect of Sections 2 & 3 death bodily injury illness disease shock mental injury mental anguish false eviction false arrest wrongful detention discrimination and malicious prosecution
2. **Territorial Limits** shall mean the Republic of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man or an offshore installation within the territorial waters around the Republic of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man
3. **Offshore** shall mean from the time an **Employee** embarks onto a conveyance at the point of final departure to an offshore rig or offshore platform until such time the **Employee** disembarks from the conveyance onto land upon return from an offshore rig or an offshore platform
4. **Pollution** shall mean pollution or contamination of the atmosphere or of any water land or other tangible property
5. **Defence Costs** shall mean all costs fees and expenses incurred by the **Assured** in the defence or settlement of any claim under this Policy
6. **Damages** shall mean monetary compensation capable of being awarded in civil proceedings but excluding aggravated and exemplary damages
7. **Terrorism** shall mean an activity that (1) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life tangible or intangible property or infrastructure or a threat thereof and (2) appears to be intended to (i) intimidate or coerce a civilian population or (ii) disrupt any segment of the economy of a government de jure or de facto state or country or (iii) overthrow influence or affect the conduct or policy of any government de jure or de facto by intimidation or coercion or (iv) affect the conduct of a government de jure or de facto by mass destruction assassination kidnapping or hostage-taking
8. **Product** shall mean any property after it has left the custody or control of the **Assured** which has been designed specified formulated manufactured sold supplied or distributed by or on behalf of the **Assured** in isolation to any contract work executed by or on behalf of the **Assured**
9. **Business** shall mean the Business stated in the Schedule and
 - a. the ownership repair and maintenance of the Policyholder's own property
 - b. the provision of canteen sports social welfare organisations and first aid medical or ambulance services for the benefit of any customer or **Employee**
 - c. fire and security services for the protection of the premises owned or occupied by the Policyholder
 - d. private work undertaken by an **Employee** on behalf of any director or partner of the Policyholder
 - e. attendance at trade fairs shows and exhibitions in connection with the **Business**
10. **Assured** shall mean
 - a. the Policyholder
 - b. the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder
 - c. any local authority and/or county council and/or city council or similar local government body in the Republic of Ireland but solely in respect of work carried out by the Policyholder on behalf of such body and solely in respect of legal liability for which the Policyholder would have been entitled to indemnity had the claim been made against the Policyholder
 - d. at the request of the Policyholder
 - (i) any principal of the Policyholder as required under contract in respect of work carried out by the Policyholder
 - (ii) any director or partner of the Policyholder
 - (iii) any **Employee**
 - (iv) any other party where required by contract subject to the prior written agreement of the **Underwriters**against legal liability in respect of which the Policyholder would have been entitled to indemnity had the claim been made against the Policyholder
 - (v) any officer committee or member of the Policyholder's canteen sports social welfare organisations and fire security first aid medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacityeach of whom shall as though the Policyholder be subject to the terms and conditions contained herein as far as they can apply
11. **Employee(s)** shall mean
 - a. any person under a contract of service or apprenticeship with the Policyholder
 - b. whilst under the direct control and supervision of the Policyholder any
 - (i) labour master and persons supplied by him
 - (ii) labour only sub-contractors
 - (iii) self-employed persons
 - (iv) voluntary workers
 - (v) individual hired to or borrowed by the Policyholder
 - (vi) person undertaking study or work experience with the Policyholder

12. **Underwriters** shall mean [Tokio Marine Europe S.A.](#)

SECTION 1 - EMPLOYERS LIABILITY

OPERATIVE CLAUSE

The **Underwriters** will Indemnify the **Assured** in accordance with the law of the Courts of Law of the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands against their liability to pay **Damages** (including claimants' costs fees and expenses) and **Defence Costs** in respect of **Bodily Injury** sustained by an **Employee** arising out of the **Business** and caused during the Period of Insurance

The indemnity provided shall only apply to **Bodily Injury** sustained

1. within the **Territorial Limits**
2. by any **Employee** during temporary visits abroad provided that such **Employee** is ordinarily resident in the **Territorial Limits**
3. by a person who although resident outside the **Territorial Limits** is under a written contract of service with the Policyholder entered into in the **Territorial Limits** subject to prior written agreement of the **Underwriters**

LIMITS OF INDEMNITY

Underwriters liability to pay **Damages** (including claimants' costs fees and expenses) and **Defence Costs** shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause

EXCLUSIONS TO SECTION 1

This Section does not provide indemnity

1. in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation
2. in respect of work undertaken **Offshore** unless indicated in the Schedule that this Exclusion is not applicable

EXTENSION TO SECTION 1

Unsatisfied Court Judgments

The **Underwriters** will at the request of the Policyholder pay to the **Employee** or the personal representatives of the **Employee** the amount of any **Damages** and awarded costs to the extent that they remain unsatisfied in whole or in part six months after the date of a judgment being obtained within any court in the Republic of Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man

- a) by any **Employee** or the personal representatives of any **Employee** in respect of **Bodily Injury** sustained by the **Employee** arising out of and in the course of their employment by the Policyholder in the **Business** and caused during the Period of Insurance

and

- b) against any company or individual operating from premises within the Republic of Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man

provided always that

- (i) there is no appeal outstanding against such judgment
- (ii) if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the benefits of such judgment to the **Underwriters**

The liability of the **Underwriters** for all amounts payable under this Extension relating to any claimant or number of claimants in respect of an occurrence or series of occurrences arising out of one originating cause shall not exceed the Limit of Indemnity stated in the Schedule

CONDITIONS APPLICABLE TO SECTION 1

1. Personal Protective Equipment (PPE) Condition

It is a condition precedent to liability under Section 1 Employers Liability that the **Assured** shall ensure that

- a. All **Employees** wear task appropriate personal protective equipment when engaged in work where a need for such equipment has been identified or should have been identified and
- b. All personal protective equipment is regularly maintained kept in good condition is fully compliant with European safety standards and is available to **Employees** whenever it is required

SECTION 2 – PUBLIC/PRODUCTS LIABILITY

OPERATIVE CLAUSE

The **Underwriters** will indemnify the **Assured** in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) unless the **Assured** has requested that there shall be no such limitation and has accepted the terms offered by **Underwriters** which shall be signified by specific endorsement to this Policy against their liability to pay **Damages** (including claimants' costs fees and expenses) and **Defence Costs** in respect of

1. accidental **Bodily Injury** to any person
2. accidental loss of or damage to tangible property
3. nuisance trespass or interference with any easement right of air light water or way other than where arising due to a deliberate act by the Policyholder occurring during the Period of Insurance in connection with the **Business** and
 - a) within the **Territorial Limits** or
 - b) during the course of temporary visits anywhere in the world other than the USA or Canada (unless indicated by way of Endorsement to this Policy that such a restriction does not apply) or
 - c) arising out of any **Product** anywhere in the world other than the USA or Canada (unless indicated by way of Endorsement to this Policy that such a restriction does not apply)

LIMITS OF INDEMNITY

Underwriters liability to pay **Damages** (including claimants' costs fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause

Defence Costs will be payable in addition to the Limits of Indemnity

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under this Section and Section 3 each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of **Underwriters**' liability shall be limited to the greatest Limits of Indemnity available under either Section providing indemnity for the occurrence or series of occurrences

EXCLUSIONS TO SECTION 2

This Section does not provide indemnity in respect of liability

1. for **Bodily Injury** sustained by any **Employee** in connection with the **Business**
2. arising out of **Pollution**
3. for loss or damage to property owned leased or hired by or under hire purchase or on loan to the **Assured** or in the **Assured's** care custody and control other than
 - a) **Employees'** and visitors clothing and personal effects
 - b) premises (including contents thereof) not owned nor rented by the **Assured** but temporarily occupied by them for the purpose of work therein or thereon
 - c) premises tenanted by the **Assured** to the extent that the **Assured** would be held liable in the absence of any specific agreement
4.
 - a) arising out of ownership possession or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or surety is required under any Road Traffic Act or similar legislation other than
 - (1) vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a contract site)
 - (2) other vehicles brought on to site for use on siteThis exclusion shall not apply in respect of the use of vehicles belonging to **Employees** or third parties in connection with the **Business** unless indemnity is provided
 - i. to the **Employee** or
 - ii. to the third party or
 - iii. to the **Assured** under any other insurance
 - iv. in respect of loss of or damage to any vehicle of any **Employee** or third party to whom the indemnity is provided or any property conveyed therein or thereon
 - b) caused by the ownership or operation by or on behalf of the **Assured** of any waterborne craft (other than safety boats hand-propelled craft or other craft up to 15 metres in length whilst on inland waterways or up to 3 miles offshore) hovercraft aircraft or rail borne vehicle
5. arising out of liquidated damages clauses penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
6. for loss or damage to and/or the costs of repair reconditioning removal replacement or recall of any **Product** or part thereof or any contract work executed by the **Assured** caused by any defect therein or unsuitability thereof for its intended purpose
7. which is the inevitable or unavoidable consequence of the performance of a contract
8. for loss of or damage to cables pipes or other services located underground unless the **Assured** has
 - a) taken or caused to be taken all reasonable measures to identify the location of such cables pipes and services before any work is commenced which may involve a risk of damage thereto (reasonable measures include contacting the appropriate authorities where it is possible cables pipes or services are under the site)
 - b) retained a written record of the measures which were taken to locate such cables pipes or other services
 - c) conveyed the location of such cables pipes and services to those who are carrying out such work on behalf of the **Assured**
9. arising out of an act of **Terrorism**

10. arising out of exposure or alleged exposure to asbestos or materials containing asbestos
 11. arising out of work on any part of any aerodrome or airport provided for take off or landing of aircraft or the movement of aircraft or parking of aircraft including associated surface roads and ground equipment parking areas
 12. arising as a result of advice design or specification given by the **Assured**
 13. for the cost of remedying any defect or alleged defect in premises disposed of
 14. arising out of any **Product** intended for incorporation into any aircraft
 15. arising out of any **Product** intended for incorporation into any vehicle licensed for road use where the **Product** is critical to the safety of such vehicle
 16. arising out of any **Product** intended for incorporation into any waterborne craft where the **Product** is critical to the safety of such craft
 17. arising in any way connected with Iron Sulphides including but not limited to Iron (II) sulphide Greigite Pyrrhotite Troilite Mackinawite Marcasite and/or Pyrite
 18. arising out of or in connection with the design sale or supply of computer software (which shall not include the media or its packaging on which such software is stored)
 19. for loss of damage to deterioration or corruption (whether permanent or temporary) of loss of use of reduction in functionality of repair of replacement of or restoration or reproduction of any "Data" or for any monetary amount pertaining to the value of such "Data"
- For the purpose of this Exclusion the following definitions apply
- "Computer Systems" means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output "Data" storage device networking equipment or back up facility
- "Data" means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by "Computer Systems"
20. for loss of or damage to
 - a) any "Superstructure" and/or
 - b) any other property building or structure caused by the failure or deterioration from any cause of any "Structural Building Product" that is part of included in or attached to such property building or structure
- For the purpose of this Exclusion the following definitions apply
- "Superstructure" means any property building or structure relying on the support provided by any foundation underpinning and/or piling work performed by or on behalf of the **Assured**
- "Structural Building Product" means any brick building block steel concrete cement mortar or any other structural **Product**
21. loss of or damage to property lifted and/or moved by cranes or other lifting devices
 22. directly or indirectly arising out of the failure of any **Product** to fulfil the function for which it is intended For the avoidance of doubt a **Product** shall include any structure or contract works and/or materials for incorporation therein
 23. arising out of or in connection with the failure to adequately secure any premises for which the **Assured** is responsible for For the avoidance of doubt failure to secure shall include the failure to correctly set any alarm and/or intruder system
 24. arising out of or in connection with physical, emotional or Sexual Abuse
- For the purpose of this Exclusion "Sexual Abuse" is defined as an action deemed to be an offence under the provisions of the Sexual Offences Act 1956 Section 1 (1) of the Indecency with Children Act 1964 Section 54 of the Criminal Law Act 1977 Section 1 of the Protection of Children Act 1978 and all Sections of the Sex Offenders Act 1997.
25. arising out of or in connection with or contributed to directly or indirectly by the existence of or exposure to magnetic electric or electromagnetic fields or radiation howsoever caused or generated
 26. arising out of or in connection with the provision of or omission to provide any medical clinical or surgical diagnosis advice treatment remedy or prescription or any other breach of professional duty provided that this exclusion shall not apply in respect of the provision of emergency first aid for the benefit of any **Employee** customer or visitor
 27. arising out of or in connection with any filming and/or film and/or television production activities unless undertaken by a "Bona Fide Subcontractor"
- For the purposes of this Exclusion the term "Bona Fide Subcontractor" means any independent subcontractor engaged by the Assured under a contract for services
28. arising directly or indirectly out of or in any way involving the combustibility or fire performance or fire safety requirements of any "Cladding/External Wall/Roof System".
- For the purposes of this Exclusion "Cladding/External Wall/Roof System" shall mean any cladding, insulation, glazing, façade, roofing or other similar product externally attached to any building or structure, including any component or material used in the manufacture, assembly or construction thereof, and including anything
29. attached thereto.arising directly or indirectly with the contamination of any goods transported or otherwise in the care custody or control of the **Assured**
 30. the giving of or application of any hair or beauty treatment
 31. arising directly or indirectly out of any failure and/or any variation and/or fluctuation of the supply of electricity and/or gas and/or water
 32. arising out of any **Product** and/or contract work undertaken in connection with any aircraft or at any airport **Underwriters'** liability for damage shall be restricted solely to direct physical damage and shall exclude any direct or indirect economic loss consequent thereupon
 33. arising out of any work undertaken **Offshore**

EXTENSIONS TO SECTION 2

1. Data Protection

Underwriters will also indemnify the **Assured** against their legal liability to pay **Damages** (including claimants' costs fees and expenses) arising from any claim or claims for material or non-material damage under Article 82 of the General Data Protection Regulation (EU 2016/679) first made against the **Assured** in writing during the Period of Insurance provided always that the indemnity shall not apply to

- (i) liability caused by or arising from any incident or circumstances known to the **Assured** at the inception of this cover and which could reasonably have been expected to give rise to a claim
- (ii) any claim or claims made by or on behalf of any director partner or **Employee** of the **Assured** in connection with their employment in the **Business**
- (iii) proceedings consequent upon any deliberate act or omission by or on behalf of the **Assured** if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (iv) any fines or penalties of any kind

Underwriters' liability under this Extension shall not exceed €50,000 in respect of all claims made against the **Assured** during the Period of Insurance and the **Assured** shall pay the first €2,500 each and every claimant in respect of **Damages** (including claimants' costs fees and expenses) before **Underwriters** shall be liable to make any payment

It is a condition precedent to liability under this Extension that the **Assured** can demonstrate it has taken reasonable steps to comply with the requirements of the General Data Protection Regulations (EU 2016/679)

SECTION 3 - POLLUTION LIABILITY

The **Underwriters** will indemnify the **Assured** in accordance with the law of the Courts of Law of the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands against their liability to pay **Damages** (including claimants' costs fees and expenses) and **Defence Costs** in respect of

1. accidental **Bodily Injury** to any person
2. accidental loss of or damage to tangible property
3. nuisance trespass or interference with any easement right of air light water or way other than where arising due to a deliberate act by the **Assured**

arising out of **Pollution** occurring in its entirety during the Period of Insurance within the **Territorial Limits** in connection with the **Business** but only to the extent that the **Assured** can demonstrate that such **Pollution**

- a) was the direct result of a sudden specific and identifiable event occurring during the Period of Insurance and
- b) was not the direct result of the **Assured** failing to take reasonable precautions to prevent such **Pollution**

LIMITS OF INDEMNITY

Underwriters liability to pay **Damages** (including claimants' costs fees and expenses) shall not exceed the sum stated in the Schedule in respect of all occurrences

Defence Costs will be payable in addition to the Limits of Indemnity

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under this Section and Section 2 each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of **Underwriters**' liability shall be limited to the greatest Limits of Indemnity available under either Section providing indemnity for the occurrence or series of occurrences

EXCLUSIONS TO SECTION 3

This Section is subject to the Exclusions to Section 2 (apart from Exclusion 2.) and also does not provide indemnity in respect of liability for loss of or damage to

1. premises presently or at any time owned or tenanted by the **Assured**
2. land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the **Assured** or otherwise in the Assured's care custody or control

CONDITIONS APPLICABLE TO SECTIONS 2 & 3

1. Burning Welding and Cutting Conditions

It is a condition precedent to liability under this Section that the following precautions shall be adhered to on each occasion where the **Assured** or persons acting on behalf of the **Assured** are using any oxy-acetylene or electric welding or cutting/grinding equipment or blow lamp or blow torch or hot air gun away from the **Assured's** own premises

1. the immediate area in which the operation is to be carried out must be segregated to the greatest practicable extent by the use of screens made of metal and/or fire retardant material
2. the whole of this segregated area must be adequately cleaned and freed from combustible material before operations commence
3. if work is to be carried out overhead the area beneath must be similarly cleaned and combustible material removed
4. combustible floors/substances in or surrounding this segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material
5. where work is being carried out in any enclosed area an additional **Employee** of the **Assured** or an **Employee** of the occupier shall be present at all times to guard against an outbreak of fire
6. no work should be carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements
7. the following must be kept available for immediate use near the scene of operations
 - a) suitable and fully charged fire extinguishers and/or
 - b) a hose connected up to the nearest hydrant with water turned on and controllable at the nozzle of the hose in readiness for immediate use and tested prior to the commencement of the work
8. a thorough examination must be made in the vicinity of the work approximately one hour after the termination of each operation In the event that it is not practicable for such examination to be carried out by the **Assured's** own **Employee** then appropriate arrangements must be made with the occupier
9. before "burning off" metal work built into or projecting through walls or partitions an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat

Furthermore where the **Assured** or persons acting on behalf of the **Assured** burns debris it is a Condition precedent to liability under this Policy that the following precautions shall be taken on each occasion

1. Fires to be in a cleared area and at a distance of at fifteen metres from any property
2. Fires not to be left unattended at any time
3. A suitable fire extinguisher to be kept available at the scene of the operations for immediate use
4. Fires to be extinguished at least one hour prior to leaving site at the end of each working day

Furthermore where the **Assured** or persons acting on behalf of the **Assured** use asphalt bitumen pitch or tar heaters it is a Condition precedent to liability under this Policy that the following precautions shall be adhered to at all times

1. all heating of asphalt bitumen tar or pitch is carried out in a suitable vessel in the open at ground level using bottled gas
2. such vessel is attended at all times whilst being lit and whilst in use
3. a regulation spill tray is in use
4. suitable and approved Fire Extinguishers are kept on hand for immediate use
5. a thorough examination must be made in the vicinity of the work approximately one hour after the completion of the work
6. two people should be in close proximity at all times whilst such vessel is in use

2. Bona Fide Subcontractors

It is a condition precedent to liability under this Section that all bona fide subcontractors engaged by the **Assured** shall have in full force and effect throughout the duration of their contract with the **Assured** insurances as follows

1. Employers Liability insurance in respect of their liability at law for **Bodily Injury** to any **Employee**
2. Public/Products Liability insurance in respect of their liability at law for
 - a. **Bodily Injury** to any person
 - b. loss of or damage to tangible property
 - c. nuisance trespass or interference with any easement right of air light water or waywith a Limit of Indemnity of at least €6,500,000 or that shown in the Schedule in respect of Section 2 (whichever is the lower) any one occurrence or series of occurrences arising out of one original cause

and that

1. such insurances contain an Indemnity to Principals Clause
2. the **Assured** shall have obtained and retained a copy of written evidence of such insurances

For the purposes of this Endorsement the term bona fide subcontractors means any independent subcontractor engaged by the **Assured** under a contract for services.

EXCLUSIONS TO ALL SECTIONS

This Policy does not provide indemnity in respect of liability

1. arising in connection with
 - a) any work of demolition involving
 - i. ball and chain
 - ii. a method designed and/or intended to demolish any structure or part thereof in one sudden and uninterrupted process
 - iii. the use of explosives
 - b) the construction or structural alteration or repair of transport tunnels
 - c) the construction or critical maintenance of hydroelectric or reservoir dams
 - d) the construction alteration or repair of blast furnaces
 - e) work in connection with rail signalling equipment or the laying maintenance or repair of railway track other than private sidings
 - f) any shipbuilding or ship repairing other than contractors working on board a vessel unless such work is critical to the safety of the vessel
 - g) work on the structure or controls of any aircraft
 - h) work on motor vehicles licensed for road use where such work is critical to the safety of the vehicle
 - i) the construction of any basement or structural alteration of basements
 - j) excavations below 3 metres in depth
 - k) any work carried out at a height in excess of 15 metres
 - l) any flood defence work
 - m) handling disposal collection delivery carriage or storage of Hazardous Waste "Hazardous Waste" shall mean Hazardous Waste as defined in the Hazardous Waste (England and Wales) Regulations 2005
 - n) piling and underpinning
 - o) any works at quarries or mines other than collection and delivery
 - p) tree felling and/or tree climbing
 - q) cavity wall insulation works when such works have been performed on an existing property building or structure
 - r) kitchen extract duct-work canopy cleaning degreasing and/or removal of fat
2.
 - a) directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition
 - b) directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof but as far as concerns Section 1 this Exclusion will only apply where such legal liability is
 - (1) that of any principal
 - (2) accepted under agreement and would not have attached in the absence of such agreement
3. the amount of any excess shown in the Schedule (or any Endorsement attached to the Policy) including costs and expenses
4. arising out of or in any way connected with the presence of or exposure to coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof and/or any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof

Sanction Limitation and Exclusion Clause

Underwriters shall not be deemed to provide cover and **Underwriters** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that **Underwriters** 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

EXTENSIONS TO ALL SECTIONS

1. Additional Defence Costs

Defence Costs extend to include legal expenses incurred with the **Underwriters** written consent within the courts of the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands

- a) arising out of representation at any Coroner's Inquest or Fatal Accident inquiry
- b) arising out of any criminal prosecution or proceedings relating to an offence alleged to have been committed during the Period of Insurance and in the course of the **Business** of the **Assured** in respect of matters which may form the subject of indemnity by this Policy (including with the **Underwriters** prior consent **Employees** partners or directors of the Policyholder)
provided that
 - (i) **Underwriters** shall not be liable for any fines or penalties imposed as a consequence of such prosecution
 - (ii) **Underwriters** shall not be responsible for **Defence Costs** where at the **Underwriters** discretion they may require the opinion of counsel (whose appointment is at the **Underwriters** sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence and where such counsels opinion is that there is no reasonable defence to the prosecution
 - (iii) **Underwriters** liabilities for **Defence Costs** in cases of breach or alleged breach of the United Kingdom Health & Safety at Work Act 1974 (and/or any legislation of similar effect) are limited to prosecutions under Section 33 (1) (a) to (c) of the Act or similar duty imposed under legislation in Northern Ireland the Isle of Man or the Channel Islands or the Republic of Ireland Safety Health & Welfare at Work Act 2005
- c) arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of Indemnity by this Policy

The indemnity applies only to such liability as defined by each Insured Section of this Policy arising out of the **Business** of the **Assured** as stated in the Schedule subject always to the terms Conditions limitations and Exclusions of such Section and of the Policy as a whole

2. Cross Liability Clause

It is hereby declared and agreed that where more than one party is named in the Schedule as the Policyholder indemnity shall apply as though individual insurances have been issued to each party provided always that the **Underwriters'** total liability shall not exceed the sums stated in the Schedule as the Limits of Indemnity

3. Overseas Personal Liability

The indemnity provided by this Policy shall apply to

- a) the Policyholder
- b) at the request of the Policyholder
 - (i) any director official or **Employee** of the Policyholder
 - (ii) any spouse or child of the persons stated in a) or b) i) above who are accompanying such persons

in respect of liability incurred by such persons in a personal capacity in connection with an occurrence happening during the Period of Insurance in any country whilst on a temporary visit to such country in connection with the **Business**

Provided that

- 1) any person entitled to indemnity under this Extension shall as though they were the **Assured** be subject to the terms conditions and limitations of this Policy insofar as they can apply
- 2) nothing in this Extension shall increase the liability of the **Underwriters** to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified
- 3) the **Underwriters** shall not provide indemnity against
 - a) contractual Liability
 - b) liability for which indemnity is provided by any other insurance
 - c) liability in respect of loss of or damage to property belonging to or in the custody or under the control of any person entitled to indemnity under this Extension
 - d) liability in respect of **Bodily Injury** (as defined for Sections 2 & 3) to any person entitled to indemnity under this Extension
 - e) liability caused by or arising from
 - (i) the ownership or occupation of land or buildings
 - (ii) the carrying on of any business profession trade or employment
 - (iii) the ownership possession or use of animals other than horses or domestic dogs or cats

4. Compensation for Court Attendance

In the event of any of the persons stated below attending court as a witness at the request of the **Underwriters** in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the **Underwriters** will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

- a) any director or partner of the Policyholder €300
- b) any **Employee** €150

All General Extensions are subject otherwise to the Policy terms Conditions Limitations and Exclusions

CONDITIONS APPLICABLE TO ALL SECTIONS

(Conditions 1. 2. 3. 12. 13. 14. 16. and 17 are precedent to Underwriters' liability to provide indemnity under this Policy)

1. Claims Procedure

The **Assured** shall give written notice to the **Underwriters** as soon as reasonably practicable of any incident that may give rise to a claim under this Policy including those estimated to be within the excess shown in the Schedule and shall give all such additional information as the **Underwriters** may require. Every letter of claim writ summons or process and all documents relating thereto **and any other written notification of claim** shall be forwarded **unanswered** to the **Underwriters** immediately they are received.

The Assured shall at all times in addition to their obligations set out above afford such information to and co-operate with the Underwriters or their appointed agents to allow the Underwriters to be able to comply with the relevant civil action protocols

No admission offer promise or payment shall be made or given by or on behalf of the **Assured** without written consent of the **Underwriters** who shall be entitled to take over the conduct in the name of the **Assured** the defence or settlement of any claim or to prosecute in the name of the **Assured** for their own benefit any claim for indemnity or **Damages** or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Assured** shall give all such information and assistance as the **Underwriters** may reasonably require.

2. Alterations in Risk

The **Assured** is required to notify the **Underwriters** of all material facts or alterations in the risk in accordance with Section 15 of the Consumer Insurance Contracts Act 2019 which come to his knowledge or arise during the currency of this Policy.

3. Adjustment of Premium

If any of the Premium for this insurance has been calculated on estimates furnished by the Policyholder the Policyholder shall keep accurate records containing all particulars relative thereto and shall at all times allow the **Underwriters** to inspect such records. The Policyholder shall within three months from the expiry of each Period of Insurance furnish such particulars to **Underwriters** and the premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Policyholder as the case may be subject to any minimum premium required. The **Underwriters** reserve the right to request that the Policyholder supplies an auditor's certificate with such calculations that are the subject to adjustment under this Policy attesting to the accuracy thereof. Such calculations shall include all remuneration paid to any **Employee**.

4. Discharge of liability

The **Underwriters** may at any time pay to the **Assured** in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the **Underwriters** shall relinquish the conduct and control of and be under no further liability in connection with such claims.

5. Apportionment of Defence Costs

Except where the Limit of Indemnity is inclusive of **Defence Costs** if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim the liability of the **Underwriters** to pay all **Defence Costs** in connection therewith shall be limited to such proportion of the said **Defence Costs** as the Limit of Indemnity bears to the amount paid to dispose of a claim.

6. Policy Interpretation

Any phrase or word in this Policy and the Schedule will be interpreted in accordance with Irish Law and Jurisdiction. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

7. Other Insurance

If any claim covered by this Policy is also covered in whole or in part by any other insurance **Underwriters** shall have no liability to contribute to such claim.

8. Fraudulent Claims

If the **Assured** shall make any claim knowing the same to be fraudulent or false as regards the amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited.

9. Cancellation Clause

Underwriters may cancel this Policy at any time by sending thirty days written notice to the Policyholder's last known address whereupon the Policyholder shall become entitled to a refund of a proportionate part of the premium. The Policyholder may cancel this policy by giving notice in writing to **Underwriters** within 14 working days of the date that the Policyholder agrees to enter into the contract whereupon the Policyholder shall become entitled to a refund of a proportionate part of the premium.

10. Policy Disputes Clause

Any dispute concerning the interpretation of the terms Conditions Limitations or Exclusions contained herein is understood and agreed by both the **Assured** and the **Underwriters** to be subject to Irish Law and Jurisdiction. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within Republic of Ireland and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

11. Premium Payment

It is a condition precedent to liability that all Premiums due to **Underwriters** are paid within 60 days of inception of this Policy. Non-receipt by **Underwriters** of such Premiums by midnight of the Premium Due Date shall render this Policy void with effect from inception.

12. Safe Pass Condition

It is a condition precedent to liability under this policy that all **Employees** and any other operative for whom the **Assured** is responsible have a current, valid Safe Pass Registration Card and that a copy or photographic record of each card is retained for inspection by **Underwriters**.

13. Previous Claims/Incidents

It is a condition precedent to liability under this Policy that the **Assured** has advised **Underwriters** of all incidents which may give rise to a claim in expiring policies

14. Stamp Duty

Stamp Duty has been paid or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990

15. Excess Condition

When it is known that any settlement of any claim will exceed the Excess stated in the Schedule the **Assured** shall pay the Excess to **Underwriters**. This payment shall be made prior to **Underwriters** making any payment in respect of **Damages** or **Defence Costs**. Provided always that **Underwriters** shall refund to the **Assured** any amount of the Excess in full or in part should any claim be ultimately settled for any amount less than such Excess

16. Forklift Truck Condition

In respect of the use of forklift trucks

1. all operatives are at least 18 years old and

2. all operatives either

- a. hold documentation from an accredited training provider confirming they have completed training in the safe use of forklift trucks or
- b. complete a training course in the safe use of forklift trucks through a training provider accredited by an accrediting body that is a member of the Accrediting Body Association and
 - i. a refresher course is completed at least every five years and
 - ii. documentary evidence of all training is retained for a minimum of six years following the cessation of an individual's employment

and

3. whenever a forklift truck is left unattended, to prevent unauthorised use

- a. the ignition keys are removed or
- b. the vehicle is otherwise immobilised

and

4. the carriage of passengers, unauthorised use and the use of the vehicle other than for its intended purpose or for any purpose outside its design capabilities are prohibited at all times and

5. the mandatory use of safety restraints is enforced by the **Assured**

17. Verified Claims Experience Condition

It is a condition precedent to liability under this Policy that the **Assured**

1. shall provide to **Underwriters** within 30 days of inception an insurer-verified claims experience for the previous five years (excluding those years for which **Underwriters** have provided cover) and that such claims experience is up to date at the time this Policy is entered into and

2. has advised **Underwriters** of any other incidents occurring in the previous five years that could give rise to a claim

Non-receipt by **Underwriters** of an insurer-verified claims experience by midnight on the 30th day after the Policy incept shall render this Policy void with effect from inception

In the event that the insurer-verified claims experience contains information that is materially different to that already provided **Underwriters** reserve the right to

- a) cancel this Policy from inception or
- b) amend the premium and/or terms and conditions of this Policy which shall be confirmed in writing by **Underwriters** within 7 days of receipt of the insurer-verified claims experience and shall apply with effect from inception of the Policy

The **Assured** shall accept or reject any revised premium and/or terms and conditions within 7 days of issuance by **Underwriters**. In the event that the **Assured** rejects the revised premium and/or terms and conditions the Policy shall be cancelled with immediate effect and a time-on-risk premium charged based on the original premium quoted

18. Plant Hire Condition

All plant and/or equipment hired out by the **Assured** is done so under the condition that the Hirer fully indemnifies the **Assured** and any personnel supplied by the **Assured** in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage transit transport unloading loading and/or use of the Plant during the continuance of the Hire Period

It is also condition precedent that

- a) such plant and/or equipment is maintained and routinely examined by the Assured to check for any defects and written records are retained and
- b) where plant and/or equipment is supplied with an operator the operator is competent and qualified to operate the item of plant and/or equipment being used and
- c) where plant and/or equipment is supplied without an operator it is accompanied with the necessary operating and/or safety instructions

19. Rights of Recourse

The **Assured** will at all times retain full rights of recourse against those supplying **Products** or otherwise providing to the **Assured** a service in connection with any **Product** or any component part thereof unless the **Underwriters** have agreed in writing to the waiver of such rights

20. Scaffolding Condition

It is a condition precedent to liability under this policy that all scaffolding shall be erected and dismantled in accordance with the Approved Code of Practice

COMPLAINTS

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem. If you have any questions or concerns about your policy or the handling of a claim you should in the first instance contact

The Head of Legal & Compliance Tokio Marine Europe S.A
26, Avenue de la Liberté
L-1930, Luxembourg
TMEComplaints@tmhcc.com

Should **Underwriters** be unable to resolve any difficulty directly with you to your satisfaction, you may be entitled to refer the dispute to the Insurance Ombudsman at the ACA or to the Insurance Supervisory Authority In Luxembourg (Commissariat Aux Assurances – CAA) who will review your case and who may be contacted at:

ACA
Service Mediation
12, rue Erasme
L-1468 Luxembourg
www.aca.lu

or

CAA
7, boulevard Joseph II
L-1840 Luxembourg
Email: commassu@commassu.lu
www.caa.lu

The European Commission Online Dispute Resolution Platform (ODR)

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>. This platform will direct insurance complaints to the appropriate Ombudsman Service. However, you may contact the Ombudsman Service directly if you prefer, using the details as shown above

DATA PROTECTION NOTICE

Tokio Marine HCC respects your right to privacy. In our Privacy Policy (available at <https://www.tmhcc.com/en/legal/privacy-policy>) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights. If you have any questions or concerns about our use of your personal information, then please contact DPO-TMELux@tmhcc.com.

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We may also collect your sensitive personal information such as data relating to your physical or mental health or condition. We need the personal or sensitive personal information to enter into and perform a contract with you. We retain personal information and sensitive personal information we collect from you where we have an ongoing legitimate business need to do so.

We may disclose your personal or sensitive personal information to:

- our group companies;
- third party services providers and partners who provide data processing services to us or who otherwise process personal information for purposes that are described in our Privacy Policy or notified to you when we collect your personal information;
- any competent law enforcement body, regulatory, government agency, court or other third party where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in our Privacy Policy; or
- any other person with your consent to the disclosure.

Your personal and sensitive personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Tokio Marine group of companies by virtue of our Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You are entitled to know what data is held on you and to make what is referred to as a Data Subject Access Request ('DSAR'). You are also entitled to request that your data be corrected in order that we hold accurate records. In certain circumstances, you have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on your rights is included in our Privacy Policy.

You can opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal or sensitive personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the right to complain to a data protection authority about our collection and use of your personal information

Luxembourg Professional Secrecy

As a Luxembourg insurance undertaking, Tokio Marine Europe S.A. (TME) is subject to an obligation of professional secrecy under the Luxembourg Act of 7 December 2015 on the insurance sector, as amended (the "Luxembourg Act"). In this context, the Client/Policyholder acknowledges and agrees that:

- a) the **Underwriters** shall be permitted to (i) outsource certain services, activities or tasks to, and (ii) rely on services provided by, external providers (including the **Underwriters** branches and group companies) that may or may not be (a) regulated or (b) located in the Grand-Duchy of Luxembourg (the "Service Providers");
- b) any information that the Client/Policyholder or an authorised representative has provided to the **Underwriters** may be communicated to a Service Provider in the context of outsourcing/reliance on services. This includes information that may directly or indirectly identify the Policyholder, a beneficiary under the Policy or an authorised representative (including present and past employees, directors and officers). The types of information that may be transmitted to Service Providers include, but are not limited to, (i) contact information, such as name, address, email and telephone number; (ii) general information, such as date and place of birth, marital and family status; (iii) official identification, such as national insurance number, tax residence, tax identification number, passport number or other government issued identification number; (iv) corporate information, such as date of incorporation, registered office address, business activity, registered company number or details of shareholders; and (v) any other information relating to the Policyholder and/or its beneficial owner and/or a beneficiary under the Policy and/or an authorised representative ("Policyholder/Client Information"); and more generally all information relating to the Client's assets and funds may be communicated to third parties to which the services have been outsourced;
- c) the transfer and /or disclosure of Policyholder/Client Information to Service Providers is in its best interest.

The list of outsourced services as well as the country of establishment of the Service Providers is available upon request.

The transfer and/or divulgation of information to external providers will take place as long as the Client maintains its insurance relationship with Tokio Marine Europe S.A.

This relates solely to the **Underwriters** professional secrecy obligations under the Luxembourg Act and is not intended to be a notice or meet any obligations under applicable data protection legislation.

Please advise us of any objections or comments within 14 days of receipt of this document. If we do not receive a response within 14 days, you shall be deemed to consent to the above clause.

For further information, please refer to the website:

<https://www.tmhcc.com/en/-/media/row/documents/legal-info/luxembourg-professional-secrecy.pdf>.