

Administered by



# SELF BUILD INSURANCE

Policy Wording Ireland

on behalf of Accelerant Insurance Europe SA

[isureunderwriting.ie](http://isureunderwriting.ie)

## SELF BUILD POLICY WORDING

Thank you for choosing iSure Underwriting for **Your** Self Build Insurance **Policy**. iSure offers a range of specialist insurance products to meet the needs of businesses and are passionate about providing exceptional service to **You** when **You** need it. iSure's specialist expertise and passion is supported by Our partnership with leading insurers and this **Policy** is a contract between **You** and the insurers (**Us**) as declared in the **Schedule**.

Rokstone Insurance Europe Ltd trading as iSure Underwriting is regulated by the Central Bank of Ireland. Registered number C185761.

**You** can check this information on the Central Bank of Ireland's website [www.registers.centralbank.ie](http://www.registers.centralbank.ie) or by contacting **01 2244000**.

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## IMPORTANT INFORMATION

### HOW TO MAKE A CLAIM

If **You** need to make a claim on **Your Policy** please check the coverage and then contact **Your** insurance broker. If for any reason **You** cannot contact **Your** insurance broker please contact **Us** at:

**Claim Notification Company:**

Leeson Claims Services Ltd

**Telephone:** 01 5392890

**Email:** claims.accelerant@isureunderwriting.ie

**Address:** 68 Merrion Square South Dublin 2

**Our claims helpline is available 24 hours a day, 7 days a week.**

Please note when making a claim, **You** must follow the Claims Condition under **Your Policy** as defined under General Condition 3. Claims.

### HOW TO MAKE A COMPLAINT

If **You** need to make a complaint please refer to the Complaints Procedure section at the end of **Your** policy wording.

## KEY POLICY INFORMATION

This Self Build Insurance **Policy** is between **You** and **Us** as declared in the **Schedule**. **Your** policy is administered by iSure Underwriting and underwritten by:

**Accelerant Insurance Europe SA**

Bastion Tower, Level 20,  
Place du Champ de Mars 5,  
1050 Brussels Belgium

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193).

This document, the **Schedule** and any attached **Endorsements** is the **Policy** which sets out this insurance. It should be read as one document. It is a legal contract, so please read all of it carefully and make sure it meets **Your** needs and that **You** understand it.

If **You** have any questions about these documents, please contact **Your** insurance broker who will be pleased to help **You**. Words in **bold** type face used in this document, other than in the headings, have specific meanings attached to them as set out in the Definitions Section.

## POLICY PERIOD AND PREMIUM

**We** will, in consideration of the payment of the premium and for the **Period of Insurance**, provide insurance in accordance with the sections of the **Policy** that are shown as insured in the **Schedule**, subject to the conditions, exceptions and endorsements of the **Policy**.

**We** will cover **You** under those Sections shown in the **Schedule** where an amount (or "As shown in the **Policy** wording") is inserted during any **Period of Insurance** for which **We** have accepted **Your** premium provided all the terms and conditions of the **Policy** are met.

If **You** are not satisfied with the cover provided by this **Policy**, please return the documents to **Your** insurance broker within 14 days of receiving them. As long as **We** have not paid a claim, **We** will return any premium **You** have paid as detailed further in the General Conditions Section of this **Policy**.

## SEVERAL LIABILITY NOTICE

The liability of an insurer / underwriter under this **Policy** is several and not joint with other insurers party to this **Policy**. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this **Policy**.

## LANGUAGE AND LAW APPLICABLE TO THE CONTRACT

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 the Republic of Ireland.

The language of this **Policy** and all communications relating to it will be in English.

## ACCESSIBILITY

Upon request **We** can provide Braille, audio or large print versions of the **Policy** and the associated documentation including the Insurance Product Information Document . If **You** require an alternative format **You** should contact **Your** broker through whom this **Policy** was arranged.

## DEFINITIONS

These definitions apply throughout **Your** policy and wherever they appear **bold** they will always have the following meanings.

<b>WORD OR TERM</b>	<b>MEANING</b>
<b>Asbestos</b>	<p><b>Asbestos</b> in any form, including but not limited to:</p> <ul style="list-style-type: none"> <li>a) <b>Asbestos</b></li> <li>b) Crocidolite, amosite chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals.</li> <li>c) <b>Asbestos</b> Containing Materials</li> <li>d) Any material containing <b>Asbestos</b> or <b>Asbestos</b> Dust.</li> </ul>
<b>Appropriate Physical Devices</b>	<p><b>Appropriate Physical Devices</b> shall mean:</p> <ul style="list-style-type: none"> <li>a) for towable plant; Eye Locks, Boss Locks or Wheel Clamps.</li> <li>b) for driven plant; Immobilisers, Vandal Guards, Leg Locks, Ram Locks or Track Locks</li> <li>c) for other portable plant or attachments; Breakers locks, pinlocks with high security chains and padlocks or other devices which <b>We</b> confirm are <b>Appropriate Physical Devices</b></li> </ul>
<b>Bodily Injury</b>	<ul style="list-style-type: none"> <li>a) Death</li> <li>b) Physical injury</li> <li>c) Illness</li> <li>d) Disease</li> <li>e) Mental Injury and mental anguish provided that the condition complained of is accompanied by and arises directly from actual physical bodily injury</li> </ul>
<b>Claimant's Costs</b>	<p><b>Costs and Expenses</b> incurred by a claimant or in relation to a claim against You.</p>
<b>Contract Works</b>	<p>The permanent or temporary works in relation to the <b>Self Build Project</b> and materials for use in connection there with.</p>
<b>Costs and Expenses</b>	<p><b>Costs and Expenses</b> shall mean</p> <ul style="list-style-type: none"> <li>a) claimant's costs</li> <li>b) defence costs</li> <li>c) prosecution costs</li> </ul>
<b>Damage</b>	<p><b>Damage</b> shall mean physical loss or destruction of or Damage to tangible property.</p>
<b>Defence Costs</b>	<p><b>Costs and Expenses</b> incurred with <b>Our</b> written consent in respect of any claim which may be the subject of indemnity under this <b>Policy</b>.</p>
<b>Employee</b>	<p>Any of the following people working for <b>You</b> in connection with the <b>Self Build Project</b></p> <ul style="list-style-type: none"> <li>a) anyone who has entered into or works under a contract of service or apprenticeship with <b>You</b></li> <li>b) any labour only subcontractor or anyone employed by them</li> <li>c) any self-employed person</li> <li>d) a voluntary helper</li> <li>e) anyone who is engaged under a work experience scheme or similar scheme</li> <li>f) anyone who is hired or borrowed by <b>You</b></li> </ul>
<b>Excess</b>	<p>The first amount of any claim for which <b>You</b> are responsible as specified in the <b>Schedule</b> or policy wording.</p>

<b>Existing Property</b>	Any existing structure on or adjacent to the site of the <b>Self Build Project</b> for the purposes of the execution of the <b>Self Build Project</b> , but notwithstanding anything to the contrary excluding outbuildings, ancillary buildings or any boundary walls, unless specifically named and identified in the <b>Schedule</b> .
<b>Free Materials</b>	Any materials supplied by or provided to <b>You</b> for inclusion in the <b>Self Build Project</b> for which <b>You</b> are responsible for, the value of which will not be included in the final valuation of the <b>Self Build Project</b> and which are not otherwise excluded from this <b>Policy</b> .
<b>Government Action</b>	Marital law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to <b>War</b> .
<b>Hired-in Plant</b>	Constructional plant machinery, tools, equipment, temporary buildings, or site office contents <b>You</b> have hired to use in connection with the <b>Self Build Project</b> or being carried by <b>You</b> in transit.
<b>Offshore</b>	From the time of <ul style="list-style-type: none"> <li>a) embarkation by an <b>Employee</b> onto a conveyance at the point of final departure to an offshore rig or offshore platform or</li> <li>b) embarkation by an <b>Employee</b> onto a conveyance for the purpose of transferring from an offshore rig or offshore platform onto another offshore rig or offshore platform until disembarkation by an <b>Employee</b> from a conveyance onto land upon return from an offshore rig or offshore platform</li> </ul>
<b>Our/Us/We</b>	The <b>Insurer</b> detailed in the <b>Schedule</b> .
<b>Own Plant</b>	Constructional plant machinery, trailers, tools, equipment, temporary buildings, or site office contents belonging to <b>You</b> for use in connection with the <b>Self Build Project</b> or carried by <b>You</b> in transit.
<b>Period of Insurance</b>	The length of time covered by this insurance (as shown in the <b>Schedule</b> ) and any extra period for which <b>We</b> accept <b>Your</b> premium.
<b>PFAS</b>	Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to: <ul style="list-style-type: none"> <li>a) any organic molecule, salt, free radical or ion, the composition of which includes at least one <ul style="list-style-type: none"> <li>i) perfluorinated methyl group (-CF<sub>3</sub>); or</li> <li>ii) perfluorinated methylene group (-CF<sub>2</sub>-); or</li> </ul> </li> <li>b) any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or</li> <li>c) any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances; or</li> <li>d) its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.</li> </ul>
<b>Policy</b>	The <b>Policy</b> and <b>Schedule</b> and any endorsements attached or issued.
<b>Premises</b>	The <b>Premises</b> owned or occupied by <b>You</b> as stated on the <b>Schedule</b> , for the purposes of the <b>Self Build Project</b> .

<b>Products</b>	Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by <b>You</b> in connection with the <b>Self Build Project</b> .
<b>Property Insured</b>	<ul style="list-style-type: none"> <li>a) Contract Works</li> <li>b) Own Plant</li> <li>c) Hired-in Plant</li> <li>d) Stock</li> <li>e) Tools</li> <li>f) Caravans and contents therein</li> </ul>
<b>Proposal</b>	The signed <b>Proposal</b> or Statement of Fact and declaration and any additional information supplied to <b>Us</b> by <b>You</b> or on <b>Your</b> behalf.
<b>Prosecution Costs</b>	Costs and expenses incurred by a prosecuting authority which <b>You, Your</b> partners, directors or <b>Employees</b> are ordered to pay by the Court in relation to a prosecution against <b>You, Your</b> partners, directors or <b>Employees</b> in connection with the <b>Self Build Project</b> .
<b>Safety Legislation Costs</b>	Costs and Expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the <b>Territorial Limits</b> .
<b>Schedule</b>	The latest <b>Schedule</b> issued by <b>Us</b> .
<b>Self Build Project</b>	Construction, Alteration, Extension or Refurbishment of property or properties at the address specified in the <b>Schedule</b> .
<b>Standard Construction</b>	<p>Standard Construction shall mean</p> <p>Brick, stone or concrete buildings with roofing comprising slates, tiles, concrete, metal or other coverings composed entirely of non-combustible materials &amp;/or LPCB approved panels.</p>
<b>Territorial Limits</b>	<ul style="list-style-type: none"> <li>a) Republic of Ireland</li> <li>b) elsewhere in the world where any person normally resides in the territories described in a. above is temporarily engaged in non-manual work in connection with <b>Your Self Build Project</b></li> </ul>
<b>Terrorism</b>	An act, for example, the use of force or violence or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.
<b>Unattended Vehicle</b>	Being a vehicle with no-one in charge keeping it under observation and able to observe any attempt by anyone to interfere with it with a prospect of preventing any unauthorised interference.
<b>You/Your</b>	The person, people or the company shown as the insured in the <b>Schedule</b> .
<b>Your Insurer</b>	Accelerant Insurance Europe SA
<b>War</b>	<b>War</b> , invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, civil commotion, assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution or military or usurped power.

## GENERAL CONDITIONS

### 1) DUTY OF DISCLOSURE

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 **You** answer honestly and with reasonable care.

If **We** establish that **You** deliberately or recklessly 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** carelessly 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 the Cancellation and Cooling-Off Period Provisions.

### 2) ALTERATION IN RISK

**You** must tell **Us** 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**.

**You** must tell **Us** at least fourteen (14) days before:

- a) any alteration or change to the **Self Build Project**
- b) **Your** interest in the **Self Build Project** ceases except by will or operation of law

When **We** are notified of a change or planned structural works **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 or planned structural works it may affect any claim **You** make or could result in **Your** insurance being invalid.

### 3) CLAIMS

It is a condition under this **Policy**, that on the happening of any event which may give rise to a claim or loss under this **Policy**, **You** must

- a) notify **Us** as soon as practicably possible of the event
- b) cooperate with **Us** in the investigation of insured events, including by responding to reasonable requests for information in an honest and careful manner.
- c) take, or allow others to take, practical steps to prevent further loss or **Damage**, recover property lost and otherwise minimise the claim
- d) advise the relevant policing authority of any **Damage** or loss of property caused by theft, attempted theft, or malicious persons as soon as possible
- e) at **Your** expense provide to **Us**
  - i) full written details of any injury, loss or **Damage** within 14 days of the date on which the injury, loss, or damage occurs (or 7 days in respect of injury loss or **Damage** caused by theft or attempted theft, riot, civil commotion or malicious persons)
  - ii) such detailed particulars, receipts, documents and evidence as **We** may require within 30 days of the date of **Our** request
  - iii) details of any other relevant insurances.
- f) allow **Us** or anyone authorised by **Us** access to the **Self Build Project**
- g) allow **Us** to take possession of, or request delivery to **Us** of any **Property Insured**
- h) not abandon any **Property Insured** to **Us** without **Our** prior written consent

In the event of breach of these terms, it may impact **Your** ability to make a claim and the amount that **We** will pay **You**.

It is a condition under this **Policy** in respect of claims against **You** that **You** must

- a) forward to **Us** on receipt any letter, proceedings, writ, court documents, claim form, or summons as soon as possible
- b) allow **Us** complete control of any proceedings or settlement
- c) not accept, negotiate, pay, settle, admit or repudiate any claim without **Our** written consent
- d) notify **Us**, as soon as possible, when **You** have knowledge of any impending prosecution, inquest, fatal accident, or government enquiry
- e) if demanded, provide a statutory declaration of the truth of the claim and any matters connected with it

In the event of breach of these terms, it may impact **Your** ability to make a claim and the amount that **We** will pay **You**.

#### 4) RIGHTS OF THIRD PARTIES

Nothing in this policy is intended to confer a directly enforceable benefit on any third party other than **You** unless **You** die, cannot be found, become insolvent, or for any other reason it appears to a court to be just and equitable to so order.

**Your** rights against **Us** in respect of the liability shall, notwithstanding anything in any enactment or rule of law be transferred to and vest in the third party to whom the liability was so incurred. The Third Party will have a right to ask **Us** to provide information concerning;

- a) the existence of a contract of insurance that covers the supposed liability or which might be regarded as covering it,
- b) if there exists such a contract, who the insurer is,
- c) the terms of the contract, and
- d) whether the insurer has informed the person that the insurer intends to refuse liability under the contract in respect of the person's supposed liability

#### 5) FRAUD

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy**, **We**

- a) will not be liable to pay **Your** claim
  - b) may recover from **You** any sums already paid in respect of **Your** claim; and
  - c) may, after providing notice to **You**, treat the **Policy** as having 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

#### 6) SUBROGATION

**You** shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**. **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

#### 7) SUBROGATION WAIVER

In the event of a claim arising under this **Policy**, **We** agree to waive any rights remedies or relief to which it might become entitled by subrogation against:

- a) any Company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **You** as defined in section 155 of the Companies Act 1963, as appropriate, current at the time of **Damage**
- b) any Company which is a Subsidiary of a Parent Company of which **You** are a Subsidiary, in each case within the meaning of section 155 of the Companies Act 1963, as appropriate, current at the time of the **Damage**
- c) any tenant or lessee in respect of **Damage** to that part of the **Premises** in the demise of that tenant or lessee or to those parts of the **Premises** in which all the tenants have a common interest where the premium has been paid by the tenant or lessee unless such **Damage** arises out of a criminal or malicious act of the tenant or lessee.

**We** won't exercise this subrogation right in cases where

- 1) **You** might not want **Us** to exercise that right because **You** and the other party are members of the same family or co-habiting (except where the conduct of the other person that

gave rise to the loss was serious or wilful misconduct), or

- 2) an employee of **Yours** (except where the conduct of the employee was intentional, reckless and they knew that a loss would probably result)

## 8) PRACTICAL PRECAUTIONS

**You** must

- a) take all practical precautions to prevent occurrences which may give rise to **Damage** or **Bodily Injury**
- b) maintain the **Property Insured** in a good state of repair
- c) take all practical steps to comply with statutory requirements, obligations and regulations imposed by any authority and
- d) take steps as soon as possible to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

## 9) CANCELLATION AND COOLING-OFF PERIOD

- a) **Your** Right to Cancel during the Cooling-Off Period  
**You** are entitled to cancel this policy by notifying **Us** in writing, by email or by telephone within fourteen (14) days of either:
  - i) the date **You** receive this policy; or
  - ii) the start of **Your** Period of Insurance;
 whichever is the later.

Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

- b) **Your** Right to Cancel after the Cooling-Off Period  
**You** are entitled to cancel this policy after the cooling-off period by notifying **Us** in writing, by email or by telephone. We will not allow a proportionate return of premium.
- c) **Our** Right to Cancel  
**We** are entitled to cancel this **Policy**, if there is a valid reason to do so, including for example:
  - i) any failure by **You** to pay the premium; or
  - ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
  - iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

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

## 10) DISCHARGE OF LIABILITY

**We** may pay the Limit of Indemnity or any lesser amount for which any claim or claims against **You** can be settled and **We** shall be under no further liability in respect of such claim or claims except for Costs and Expenses incurred prior to the date of such payment.

## 11) STAMP DUTY

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

## 12) INSURANCE ACT 1936

All monies which become or may become due and payable by **Us** under this policy shall in accordance with Section 93 of the Insurance Act, 1936, be paid and payable in the Republic of Ireland.

## 13) NON INVALIDATION

Any act, omission or alteration, unknown to **You** or beyond **Your** control, which increases the risk of **Damage**, will not invalidate this insurance if, as soon as **You** become aware, **You** give notice to **Us** and pay an additional premium if required.

## 14) SURVEY CONDITION

If this **Policy** has been issued subject to **Us** completing a survey of the **Premises** or of any other location(s) as specified by **Us**, then pending completion of such survey(s) cover is provided by **Us** on the terms, conditions, provisions, exceptions and limits as specified in the **Policy** and in the Sections of the **Policy**.

In the event that a survey should show that a risk or any part of it is not satisfactory in **Our** opinion, then **We** reserve the right to either alter the terms and conditions of the **Policy** or to suspend or withdraw **Policy** from the date the **Policy** was incepted or renewed or for any other period specified by **Us**. It is a condition of the **Policy** that **You** must comply with all required survey risk improvements within the timescales specified by **Us**.

In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion time scales specified by **Us**, then **We** reserve the right to either continue cover subject to alteration of the terms and conditions of such **Policy**, or to suspend or withdraw the **Policy** effective

- a) from the date the **Policy** was inception or renewed or
- b) from the expiry of any time period specified by **Us** for completion/introduction of the required survey risk improvements, or
- c) for any other period specified by **Us**

If the terms or conditions of Cover are amended by **Us**, then **You** will have fourteen (14) days to accept or reject the revised basis of Cover.

## 15) UNDERGROUND SERVICES SEARCH CONDITION

It is a condition of this **Policy** that prior to the commencement of any excavation, digging or earth-moving,

- a) **You** shall have inquired and taken all reasonable measures to identify the location of existing underground cables, pipes or other underground facilities at the **Self Build Project** site, and
- b) **You** shall retain a written record of and response to the said inquiry and produce this to **Us** if requested

## 16) USE OF PLANT CONDITION

It is a condition of this **Policy** that all **Employees** and any other operative for whom **You** are responsible for who operate plant -

- 1) Have a valid Safe Pass Registration Card
- 2) Complete a CSCS Training / Assessment Programme.

It is a legal requirement that all Operators who operate the following plant must have completed Construction Skills Certification Scheme (CSCS).

180 Degree Excavator  
360 Degree Excavator  
Mini Digger  
Tower Crane  
Self-Erect Tower Crane  
Mobile Crane  
Crawler Crane  
Telescopic Handler / Teleporter  
Tractor / Dozer  
Site Dumper  
Articulated Dumper  
Slinger / Signaller

## 17) POLICY EXCESS

It is a condition of this **Policy** that **You** must immediately pay **Us** such amount or part of when so requested.

## 18) DISPUTES

Any dispute between **You** and **Us**, about the insurer's liability in respect of a claim or settlement amount, may be referred within 12 months of the dispute arising to an arbitrator appointed jointly in agreement or by the President of the Law Society of Ireland. The arbitrator's decision shall be final and binding on both parties. Disputes not referred within 12 months shall be deemed abandoned and irrecoverable.

## GENERAL EXCEPTIONS

Each Section of this **Policy** contains Exceptions and must be read in conjunction with the following General Exceptions which apply to all Sections unless otherwise stated.

This **Policy** does not cover

### 1) RADIOACTIVE AND NUCLEAR RISKS

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

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) any weapon or device using radioactive material and/or ionising radiations and/or atomic or nuclear fission and/or fusion or other like reaction or radioactive force
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

Subject to cover under the Employers Liability Section as far as concerns **Bodily Injury** caused to any of **Your Employees**, if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this General Exception shall only apply

- a) in respect of liability of any Principal
- b) in respect of liability assumed by **You** under agreement and which would not have attached in the absence of such agreement

### 2) WAR, GOVERNMENT ACTION AND TERRORISM

**Damage** or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- a) War, Government Action or Terrorism
- b) riot or civil commotion in Northern Ireland

- c) legal liability of whatsoever nature or any **Costs and Expenses** whatsoever directly or indirectly caused by or contributed to by or arising from **War, Government Action or Terrorism** except to the extent stated in the Liability Provisions below. In any action suit or other proceedings where **We** allege that by reason of this Exception as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or consequential loss is not covered by this **Policy** the burden of proving that such **Damage**, loss, expense or consequential loss is covered shall be upon **You**

## LIABILITY PROVISIONS

Subject otherwise to the terms, definitions, Exceptions provisions and conditions of this **Policy**

- a) **We** will cover **You** under Section 2 - Employers Liability - provided that in respect of any one claim or series of claims arising out of any one event or series of events arising from a single source or original cause **Our** liability in respect of all compensation and **Costs and Expenses** directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed €6,500,000.
- b) **We** will cover **You** under the Section 3 - Public Liability - against legal liability to pay compensation and **Claimant's Costs** directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability for all compensation (including interest thereon) and **Claimant's Costs** shall not exceed
  - i) in respect of or arising out of any one event or series of events arising from one source or original cause €2,600,000 or the amount of the Section 3 - Public Liability Sub-Section - Limit of Indemnity stated in the **Schedule** whichever is the lower but in respect of **Products** this limitation shall apply to all events occurring in the **Period of Insurance**
  - ii) in respect of all pollution or contamination consequent upon **Terrorism** and which occurred during the **Period of Insurance** €2,600,000 in the aggregate or the amount of the Section 3 - Public Liability - Limit of Indemnity stated in the **Schedule** whichever is the lower

### 3) DATE RECOGNITION

(Not applicable to Section 2 - Employers Liability)

**Damage**, accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip, integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether **Your** property or not

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

In respect of **Contract Works, Own Plant** and **Hired-in Plant** this General Exception shall not exclude subsequent **Damage** not otherwise excluded which itself results from fire, lightning, explosion, aircraft, or other aerial devices, or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, theft or impact by any vehicle or animal.

### 4) SONIC BANGS

**Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 5) COMPUTER VIRUS AND HACKING

- a) **Damage** to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your** property or not where such **Damage** is caused by Virus or Similar Mechanism or Hacking

- b) Financial loss directly or Indirectly caused by or arising from Virus or Similar Mechanism or Hacking but this shall not exclude **Damage** or financial loss which is not otherwise excluded from this **Policy** and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikes, labour disturbances, malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water or oil from any tank apparatus or pipe, impact by any vehicle or animal

Virus or Similar Mechanism shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to **Damage** interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not, including but is not limited to Trojan horses, worms and logic bombs. Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether **Your** property or not.

### 6) TERRITORIAL LIMITS

**Damage**, loss, liability or expense arising outside the **Territorial Limits**.

### 7) TRADING RESTRICTIONS AND 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 United Kingdom, the European Union or the United States of America.

## 8) MICROORGANISM EXCEPTION

**Damage**, loss, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mould, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or **Damage to Property Insured**; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns. This Exclusion replaces and supersedes any provision in the **Policy** that provides insurance, in whole or in part, for these matters.

## 9) BIOLOGICAL OR CHEMICAL MATERIALS EXCEPTION

**Damage**, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

## 10) VIRUS, DISEASE AND PANDEMIC EXCLUSION

(not applicable to Employers Liability Section)

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- d) any mutation of or variation of a), b) or c) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and

- f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto

## 11) PYRITE

Loss or damage arising directly or indirectly out of or resulting from pyrite and or pyrite contamination or other contamination of infill material whether or not there is another cause which may have contributed concurrently or in any other sequence.

## 12) EXISTING OR DELIBERATE DAMAGE

Any loss or damage caused:

- a) before the start of this **Policy**
- b) deliberately by **You**
- c) deliberately by any Immediate Family Member
- d) deliberately by any contractor.

## 13) WOODWORKING MACHINERY EXCLUSION

Loss or damage caused by or in connection with the use of fixed non-portable woodworking machinery powered by any means.

## 14) SCAFFOLDING EXCLUSION

Loss or damage caused by or in connection with;

- a) the supply, erection, alteration or dismantling of scaffolding except where these works are part of the **Self Build Project**
- b) the supply, erection, alteration or dismantling of scaffolding unless by suitably qualified personnel, with the appropriate FETAC award in the Construction Skills Certification Scheme in respect of Scaffolding tasks, and is not more than 10 metres from ground level and is for **Your** own use in carrying out work within the definition of the **Self Build Project**

## 15) STANDALONE ROOFING WORKS

Loss or damage caused by resulting from or in connection with any standalone roofing works undertaken by the Insured.

## 16) STEEL ERECTION / FABRICATION EXCLUSION

Loss or damage caused by or in connection with any stand-alone Steel Erection / Fabrication contracts.

## 17) BULLYING / HARASSMENT

Loss or Damage arising from bullying or harassment unless the condition complained of is accompanied by and arises directly from actual physical bodily injury.

## 18) MENTAL ANGUISH

Loss or Damage arising from mental anguish, illness, stress, nervous shock or any other psychological condition unless the condition complained of is accompanied by and arises directly from actual physical bodily injury.

## 19) DEFECTIVE PROPERTY

Loss or Damage to Defective Property 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 19(a) above but exclusion 19(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 exception 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.

## 20) EXCESSES

The amount of any applicable **Excess**.

## 21) PFAS (PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES) ABSOLUTE EXCLUSION

**We** will not provide cover under this **Policy** for:

- a) any **Bodily Injury**, property damage, personal and advertising injury loss, liability, **Damage**, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of **PFAS**; and
- b) any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, including but not limited to:
  - iii) Actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of **PFAS** containing products or materials; or
  - iv) Design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials; or
  - v) Testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralising, remediating, disposing of or in any way responding to, or assessing the effect(s) of **PFAS**-containing products or materials; or
  - vi) Failure to report any **PFAS**-containing products or materials to authorities; or
  - vii) Failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in i) through iv) above.

If **We** allege that this Exclusion applies to any claim under this **Policy** the burden of proving the contrary shall be upon **You**.

## SECTION 1 | CONTRACT WORKS

### COVER

We will cover **You**, by replacement or repair in respect of **Damage** to the **Property Insured** occurring within the **Territorial Limits** during the **Period of Insurance**.

The most **We** will pay under this Section is the Sum Insured shown in the **Schedule**. **You** must pay the **Excess**.

### SECTION EXTENSIONS

#### 1) AUTOMATIC REINSTATEMENT OF LOSS

In the event of any loss the Sums Insured will be reinstated automatically in full from the date of the loss, unless there is written notice by **Us** to the contrary, in consideration of Sums Insured or limits of liability not being reduced by the amount of any claim provided that **You** undertake to pay the appropriate additional premium.

#### 2) ARCHITECTS, SURVEYORS, LEGAL AND OTHER PROFESSIONAL FEES

We will cover **You** in respect of architects, surveyors, legal and other professional fees necessarily incurred in the reinstatement of the **Contract Works** consequent upon **Damage** thereto but not for preparing any claim. The amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such **Damage**. **Our** liability for such **Damage** and fees shall not exceed €50,000 any one **Self Build Project**.

#### 3) REMOVAL OF DEBRIS

We will cover **You** for expenditure not exceeding €25,000 incurred with our written consent for

- a) removal of debris
- b) dismantling or demolishing
- c) shoring up or propping of the **Contract Works**
- d) clearing or repairing of drains and service mains on the site

We will not cover **You** under this extension in respect of expenditure

- a) incurred in removing debris from anywhere other than the site of the **Damage to Property Insured** and the area adjacent to it
- b) arising from pollution or contamination of property not insured under this Section

#### 4) PLANS AND DOCUMENTS

We will cover **You** for the **Costs** and **Expenses** up to €25,000 for any one occurrence of **Damage**, or series of occurrences arising from a single source or original cause, for rewriting or redrawing plans or drawings or other contract documents following their loss or **Damage**.

#### 5) TRANSIT

We will cover **You** for **Damage** to the **Property Insured** whilst in transit to or from any **Self Build Project**, including loading, unloading and any storage en-route anywhere within the **Territorial Limits** other than:

- a) by sea or air
- b) any mechanically propelled vehicle under its own power
- c) employees' tools and personal effects whilst in any Unattended Vehicle unless such vehicle is within a locked and secured enclosure compound or building

Cover under the extension shall not exceed €25,000 any one **Self Build Project**.

#### 6) OFFSITE STORAGE

We will cover **You** for **Damage** to materials or goods owned by **You** or for which **You** are responsible temporarily stored away from the contract site within the **Territorial Limits**.

Cover under the extension shall not exceed 25% of the Estimated Reinstatement Cost or €100,000 any one **Self Build Project**, whichever the lesser.

#### 7) EXPEDITING EXPENSES

In the event of **Damage** insured under this Section we will cover **You** for any 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

Cover under the extension shall not exceed 25% of the Estimated Reinstatement Cost or €100,000 any one **Self Build Project**, whichever the lesser.

## 8) ESTIMATED REINSTATEMENT COST

In the event of any increase in value of the Estimated Reinstatement Cost during the **Period of Insurance** the sum insured shown for that contract shown in the schedule will automatically increase up to a maximum of 20%.

## 9) EUROPEAN UNION AND PUBLIC AUTHORITIES

Following **Damage to Property Insured**, **We** will cover **You** for the additional costs of reinstatement which are needed to comply with any legislation or regulations of a public authority.

Provided that

- a) reinstatement is carried out without delay
- b) the amount recoverable does not include
  - i) the costs incurred in complying with the relevant regulations or bye-laws which can be recovered elsewhere or for which **You** received notice before the **Damage**
  - ii) the costs incurred in respect of undamaged property
  - iii) the amount of any rate, tax, duty development or other charge which may become payable following compliance with such regulations or bye-laws.

## 10) IMMOBILISED PLANT

**We** will cover **You** for costs involved in recovering the **Own Plant** or **Hired-in Plant** which may become immobilised or immovable while being used in connection with the **Self Build Project**.

Cover under the extension shall not exceed €10,000 any one **Self Build Project**.

## 11) CONTINUING HIRE CHARGES

**We** will cover **You** against legal liability

- a) for loss or **Damage** to the owner of any **Hired-in Plant** due to its own breakdown or its own explosion
- b) to pay the owner any hire charges lost as a result of
  - i) physical loss or **Damage** to the **Hired-in Plant**
  - ii) breakdown to the **Hired-in Plant** due to negligence or misuse by **You** or anyone working on **Your** behalf but not any wilful act by **You**

**We** will pay the hire charges whilst the **Hired-in Plant** is not working due to loss, **Damage** or breakdown for up to 90 days but not including the first 48 hours. The maximum **We** will pay in respect of any one hire agreement is €25,000.

## 12) FIRE BRIGADE CHARGES

**We** will cover **You** in respect of 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.

Cover under the extension shall not exceed €25,000 any one **Self Build Project**.

## 13) EMPLOYEE TOOLS & PERSONAL EFFECTS

**We** will cover **You** in respect of **Damage** to Employee Tools & Personal Effects while being used in connection with the **Self Build Project**.

Cover under this extension shall not exceed €2,500 any one **Self Build Project**.

## 14) EXISTING PROPERTY

**We** will cover **You** loss or **Damage** arising from fire, lightning, explosion, aircraft including articles dropped therefrom to:

- a) Your **Existing Property**
- b) Any other property in the care, custody or control of **You** (a) or (b) including property whilst being worked upon on or adjacent to the **Self Build Project** site provided that:
  - i) the 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,
  - ii) **We** shall not be liable under this extension for:
    - 1) the cost of rectifying loss or **Damage** which existed prior to the commencement date of the **Self Build Project**
    - 2) 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 **Policy Excess**

Our liability in respect of this extension shall not exceed the limit stated in the **Schedule**.

## SECTION EXCEPTIONS

The following exceptions apply to this Section. **We** will not cover **You** under this Section for

- 1) The costs to replace or reinstate the **Property Insured** which is damaged
  - a) due to fault, defect, error or omission in design, plan, specification, workmanship or materials but this does not apply to resultant **Damage** to other **Property Insured** which is free of the fault
  - b) to enable the replacement, repair or rectification of the property excluded by 1.a.
- 2) **Damage** due to or consisting of wear and tear, gradual deterioration, mildew, vermin, insects, damp, rust, corrosion, erosion or any other gradual cause.
- 3) **Damage** to
  - a) deeds, bonds, bills of exchange promissory notes, cash, banknotes, cheques, securities for money, documents of title, stamps or precious metals
  - b) any aircraft or watercraft
  - c) any mechanically propelled vehicle or plant for which compulsory insurance or security is required under any legislation governing the use of the vehicle or plant but this exclusion will not apply to any vehicle intended for use at the contract sites and which is not licensed for road use
  - d) any item of **Property Insured** caused by its own mechanical or electrical breakdown or derangement or its own explosion
  - e) any existing buildings or property including any existing buildings being altered or repaired unless noted on the **Policy Schedule**.
- 4) **Damage** to any permanent works or any part thereof for which a certificate of completion has been issued or which has been completed and handed over to **You** unless such **Damage** occurs
  - a) during the period of maintenance or defects liability period from a cause prior to commencement of this period, and occurring within 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 **You**.
- 5) a) any **Damage** by theft or attempted theft of **Property Insured** where any person in **Your** employment or **Your** family is involved as principal or accessory
  - b) theft of any **Property Insured** left unattended on any site or premises where **You** or any Employee is carrying out work in connection with the **Self Build Project** unless following forcible and violent entry or exit. **You** shall ensure that in respect of any item of unattended **Property Insured**:
    - i) such **Property Insured** is fitted with Appropriate Physical Devices
    - ii) any unattended trailer containing plant is immobilised with a wheel clamp or anti-theft device
  - c) theft from within any unattended vehicle unless
    - (i) all doors and windows and other points of access have been closed and securely locked
    - (ii) such vehicle is in a securely locked building overnight (For the purpose of this Section overnight shall mean from 9.00pm, or whenever the vehicle was last occupied, whichever is the earlier to 6.00am or until the vehicle is first used, whichever is the later)
- 6) Loss or **Damage** to any computer or ancillary equipment or system that processes, stores and transmits data when such loss or damage is caused by programming or operator error, virus or similar mechanism or hacking.
- 7) Loss or **Damage** from penalties under any contract for
  - a) delay, detention or loss of use
  - b) losses arising in connection with guarantees of performance or efficiency
  - c) consequential loss or **Damage** of any kind
- 8) Loss or **Damage** to **Property Insured** following the cessation of work, from any cause, where works on the site of contract shall cease for a period exceeding three consecutive months, unless otherwise agreed in writing by **Us**.
- 9) Loss or **Damage** to **Property Insured** hired out by **You** to other parties.
- 10) Loss or damage in respect of any construction, alteration, maintenance, demolition or repair of bridges, canals, docks, piers, harbours, dams, viaducts, towers, steeples, spires, pylons or chimney shafts, chemical or petrochemical works, oil or gas refineries or storage facilities power.
- 11) **Existing Property Damage** to Existing Property unless noted on the **Policy Schedule**.
- 12) Conditions of Contract **Damage** to Property for which **You** are relieved of responsibility by any Conditions of Contract.
- 13) The amount of any **Excess** specified in the **Schedule**.

## SECTION 2 | EMPLOYERS LIABILITY

### COVER

**We** will cover **You** against legal liability to pay compensation and **Claimant's Costs** and in respect of **Bodily Injury** sustained by any **Employee** caused during the **Period of Insurance** within the Territorial Limits and arising out of their employment.

**We** will also pay **Defence Costs**.

#### Limit of Indemnity

**Our** liability for all compensation, and Costs and Expenses in respect of or arising out of any one event or all events of a series consequent on one original cause, will not exceed the Limit of Indemnity stated in the **Policy Schedule**.

#### Right of Recovery

The cover provided under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **Territorial Limits**.

**You** must repay to **Us** all sums paid by **Us** that **We** would not have been liable to pay but for the provisions of such law.

## SECTION EXTENSIONS

### 1) SAFETY LEGISLATION COSTS COVER

**We** will cover **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section for **Safety Legislation Costs** in respect of any **Bodily Injury** occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** for damages. **You** must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

If a claim for damages is settled or is withdrawn **We** will have no further liability other than in respect of **Costs and Expenses** of legal representation incurred before the date of the claim, payment or withdrawal of the claim. If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to **Costs and Expenses** of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You**, or any person entitled to cover under this section, in connection with the proceedings.

**We** will not pay

- a) fines or penalties of any kind
- b) any amounts in respect of proceedings or appeals in respect of any deliberate act or omission
- c) **Costs and Expenses** of an appeal against improvement or prohibition notices
- d) **Costs and Expenses** on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **Safety Legislation Costs** already incurred
- e) **Costs and Expenses** covered by any other policy
- f) **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the **Territorial Limits**

### 2) COMPENSATION FOR COURT ATTENDANCE

In the event of the under mentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to cover under this Section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required

- a) any of **Your** directors or partners €500
- b) any of **Your Employees** €250

### 3) UNSATISFIED COURT JUDGMENTS

Where a Judgement for damages has been obtained by any **Employee** or the legal personal representatives of any **Employee**:

- a) in respect of Injury sustained by the **Employee** arising out of and in the course of employment by **You** in the **Self Build Project** during the **Period of Insurance**; or
- b) against any company or individual, other than **You**, operating from or resident in premises within the Republic of Ireland and
- c) such Judgement remains unsatisfied in whole or in part six (6) months after the date of judgement;

Then at **Your** request **We** will pay to the **Employee** or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- i) there is no appeal outstanding;
- ii) if any payment is made by **Us** the **Employee** or the said legal personal representatives shall assign the Judgement to **Us**;
- iii) the legal proceedings (in which the Judgement was obtained) were commenced during the **Period of Insurance** in order to receive such damages;
- iv) **We** would have covered **Your** liability if the claim had been made under this Section;
- v) **You** notified **Us** that the **Employee** intends to commence proceedings and **We** agree to provide cover in respect of those proceedings;
- vi) the Judgement is made by any Court of Law in the Republic of Ireland or the European Union; and
- vii) **Our** liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the **Schedule**

### 4) ADDITIONAL PERSONS INSURED

- a) In the event of the death of any person entitled to cover under this section, **We** will cover in the terms of this **Policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person

- b) At your request **We** will cover in the terms of this section
  - i) any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement
  - ii) any director of yours or **Employee** in respect of liability arising in connection with the **Self Build Project** provided that **You** would have been entitled to cover under the section if the claim had been made against you
    - 1) any persons specified above shall as though they were **You** be subject to the terms Conditions and Exceptions of this **Policy** in so far as they can apply
    - 2) **We** shall retain the sole conduct and control of all claims

## SECTION CONDITIONS

### 1) PERSONAL PROTECTIVE EQUIPMENT

It is a condition under this Section that **You** shall ensure that

- a) **Employees** wear appropriate personal protective equipment when engaged in work where the need for such equipment has been identified
- b) all personal protective equipment is regularly maintained, kept in good condition and available whenever required

In the event of breach of these terms, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 2) SAFE PASS REGISTRATION CARD

It is a condition of **Your Policy** that all **Employees** and any other operative for whom the Insured is responsible hold a valid Safe Pass Registration Card.

## SECTION EXCEPTIONS

### 1) HAZARDOUS WORKS EXCLUSION

Liability arising in connection with

- a) demolition
- b) the construction, alteration, maintenance or repair of bridges, canals, docks, piers, harbours, dams, viaducts, towers, steeples, spires, pylons or chimney shafts
- c) underpinning, pile driving, quarrying, tunnelling, mines, ships or blast furnaces
- d) the use of explosives
- e) work undertaken in or on offshore rigs or platforms
- f) any work undertaken in or on airport or aerodrome runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
- g) excavation work carried out at depths exceeding 3 metres.
- h) work undertaken at heights exceeding 15 metres from ground level
- i) work undertaken in or on aircraft or watercraft
- j) work undertaken in or on railways or railway installations

- k) any work on or in
  - i) chemical or petrochemical works, oil or gas refineries or storage facilities
  - ii) power stations or nuclear power stations
- l) the structural alteration of basements
- m) any flood defence work

### 2) ROAD TRAFFIC ACT

**We** shall not provide cover against liability in respect of **Bodily Injury** to any **Employee** arising out of the ownership, possession or use by or on **Your** behalf of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

### 3) OFFSHORE

**We** shall not provide cover against liability in respect of **Bodily Injury** to any **Employee** arising **Offshore**.

### 4) ASBESTOS

We will not cover **You** under this **Section** in respect of legal liability arising out of **Asbestos** including but not limited to

- a) exposure to
- b) inhalation of
- c) fears of the consequence of exposure to or inhalation of
- d) the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of **Asbestos**, including any product containing **Asbestos**

## SECTION 3 | PUBLIC/PRODUCTS LIABILITY

### COVER

**We** will cover **You** against legal liability to pay compensation and **Claimant's Costs** in respect of accidental

- a) **Bodily Injury** to any person other than an **Employee**
- b) loss or **Damage** to tangible property
- c) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement
- d) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy occurring within the **Territorial Limits** during the **Period of Insurance** and happening in connection with the **Self Build Project**

**We** will also pay for **Defence costs**.

#### Limit of Indemnity

**Our** liability for all **Damages** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed the Limit of Indemnity stated in the **Schedule** but in respect of **Products** this limit will apply to all events occurring in any one **Period of Insurance**.

**Costs and Expenses** are payable in addition to the limit of indemnity under this section apart from any claim brought in the United States of America or Canada or any territory within their jurisdiction where the limit of indemnity shall be the maximum amount payable including **Costs and Expenses**.

## SECTION EXTENSIONS

### 1) CROSS LIABILITIES

If more than one entity is referred to in the **Schedule** each entity so named shall be considered as a separate and distinct entity and the words **You/Your** shall be construed as applying to each separate entity in the same manner as if a separate policy had been issued to each one. Provided always that **Our** liability for all compensation and **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**.

### 2) OVERSEAS PERSONAL LIABILITY

**We** will cover **You** and if **You** so request any of **Your** directors, partners or **Employees** or spouse of such person normally resident within the Republic of Ireland against legal liability incurred in the course of any journey or temporary visit to any other country made in connection with the **Self Build Project**.

The cover will not apply

- a) to legal liability arising out of the ownership or occupation of land or buildings
- b) in respect of which any person referred to above is entitled to cover under any other insurance

### 3) SAFETY LEGISLATION COSTS COVER

**We** will cover **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section for **Safety Legislation Costs** in respect of any **Bodily Injury** occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** for damages. **You** must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

If a claim for damages is settled or is withdrawn **We** will have no further liability other than in respect of **Costs and Expenses** of legal representation incurred before the date of the claim, payment or withdrawal of the claim. If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to **Costs and Expenses** of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You**, or any person entitled to cover under this section, in connection with the proceedings.

**We** will not pay

- a) fines or penalties of any kind
- b) proceedings or appeals in respect of any deliberate act or omission
- c) **Costs and Expenses** of an appeal against improvement or prohibition notices
- d) **Costs and Expenses** on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **Safety Legislation Costs** already incurred

- e) **Costs and Expenses** covered by any other policy
- f) **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the **Territorial Limits**

#### 4) DATA PROTECTION ACT

**We** will cover **You** in respect of liability and **Defence Costs**, arising under the Data Protection Act 2018 (and subsequent amendments) to pay compensation for **Damage** or distress provided that

- a) the process of registration under the above Act has been commenced or completed by **You** and the application has not been refused or withdrawn
- b) no liability arises as a result of **You** acting as a Data Processor

**We shall not be liable in respect of**

- a) the recording or provision of data for reward or for determining the financial status of any person
- b) any liability which arises as a result of **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission

For the purposes of this Extension the phrases or words 'Data Processor' and 'Data' shall carry the same meaning as defined under the Data Protection Act 2018.

#### 5) COMPENSATION FOR COURT ATTENDANCE

In the event of any of the under mentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to cover under this Section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required

- a) any of **Your** directors or partners - €500
- b) any of **Your Employees** - €250

#### 6) CONSUMER PROTECTION AND FOOD SAFETY ACTS - PROSECUTIONS

**We** will cover **You** and if **You** so request **Your** partners, directors or **Employees** in the terms of this Section in respect of **Defence Costs** in connection with any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

- a) European Communities (General Product Safety) Regulations 2004

- b) the Sale of Goods and Supply of Services Act 1980 or The Food Safety Authority of Ireland Act 1998 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Self Build Project** provided that **We** shall have the conduct and control of all the said proceedings and appeals

**We** will not pay for

- a) fines or penalties of any kind
- b) proceedings or appeals in respect of any deliberate act or omission
- c) **Costs and Expenses** insured by any other policy

#### 7) ADDITIONAL PERSONS INSURED

- a) In the event of the death of any person entitled to cover under this Section, **We** will cover in the terms of this **Policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b) At your request **We** will cover in the terms of this Section any **Employee** in respect of liability arising in connection with the **Self Build Project**, provided that you would have been entitled to cover under the Section if the claim had been made against you
- c) Each person indemnified by this clause shall as though he were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- d) **We** shall retain the sole conduct and control of all claims
- e) Where **We** are required to cover more than one party the total amount of cover payable to all parties in respect of damages shall not exceed the limit of indemnity

## SECTION EXCEPTIONS

We will not cover **You** under this Section in respect of legal liability arising out of

- 1) **Death or Bodily Injury** to any **Employee**.
- 2) **Damage** to
  - a) property belonging to **You**
  - b) property which is leased, let, rented, hired or lent to or which is the subject of a bailment to **You**
- 3) Fines, penalties, liquidated, punitive, exemplary or aggravated damages
- 4) **Damage** caused by pollution or contamination other than pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.
- 5) **Damage** caused arising out of the ownership, possession or use by or on **Your** behalf of any mechanically propelled vehicle (or trailer attached to a vehicle) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exception shall not apply
  - a) while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
  - b) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy.
- 6) Any professional advice, design, formula or specification provided by **You**.
- 7) All liability arising in the United States of America its territories and possessions Puerto Rico or Canada or arising out of any action or suit brought in a court of law within the jurisdiction of the United States of America its territories and possessions Puerto Rico or Canada or where such action or suit is brought in a court of law outside those countries to enforce a judgement therein whether by way of reciprocal agreement or otherwise.
- 8) **Damage** to property in **Your** charge, custody or control other than
  - a) personal effects and vehicles of **Your** partners, directors, **Employees** or visitors
  - b) premises (and their contents) not belonging, leased, rented or hired to **You** but temporarily in **Your** charge, custody or control for the purpose of carrying out work
- 9) **Asbestos** including but not limited to
  - a) exposure to
  - b) inhalation of
  - c) fears of the consequence of exposure to or inhalation of
  - d) the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of **Asbestos**, including any product containing **Asbestos**
- 10) **Damage** to the **Property Insured** brought on to the site for use in connection with any contract entered into by **You** and occurring
  - a) before the date of Practical Completion or before a certificate of completion has been issued
  - b) after the date of Practical Completion or after the issue of a certificate of completion and where liability for such **Property Insured** attaches to **You** solely by reason of a contract or agreement
- 11) **Damage** to property for which **You** are required to effect insurance under the terms of Clause 21.2.1 of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract (1980 Edition) or any subsequent revision or substitution or under the terms of any similar obligation in other forms of contract.
- 12) Liability arising in connection with
  - a) demolition
  - b) the construction, alteration, maintenance or repair of bridges, canals, docks, piers, harbours, dams, viaducts, towers, steeples, spires, pylons or chimney shafts
  - c) underpinning, pile driving, quarrying, tunnelling, mines, ships or blast furnaces
  - d) the use of explosives
  - e) work undertaken in or on offshore rigs or platforms
  - f) any work undertaken in or on airport or aerodrome runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
  - g) excavation work carried out at depths exceeding 3 metres.
  - h) work undertaken at heights exceeding 15 metres from ground level
  - i) work undertaken in or on aircraft or watercraft

- j) work undertaken in or on railways or railway installations
  - k) any work on or in
    - i) chemical or petrochemical works, oil or gas refineries or storage facilities
    - ii) power stations or nuclear power stations
  - l) the structural alteration of basements
  - m) any flood defence work
- 13) Contractual Liability  
Liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement.
- 14) arising from a failure of the product to perform its intended purpose
- 15) Damage to the **Contract Works**
- 16) the cost of recalling altering or making refunds in respect of **Products** or **Contract Works** executed or the cost of remedying any **Contract Works** executed
- 17) The amount of any **Excess** specified in the **Schedule**.

## SECTION CONDITIONS

### 1) USE OF HEAT CONDITION

It is a condition that the following precautions must be complied with each time that hot work is undertaken.

#### **Blow Lamps, Blow Torches, Flame Guns and Hot Air Guns**

- a) the area in which work is to be carried out to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible materials
- b) suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as is practicable
- c) blow lamps, blow torches and flame guns not to be lighted until required for use and extinguished immediately after use
- d) blow lamps are filled in the open only
- e) lighted blow lamps, blow torches and flame guns not to be left unattended
- f) hot air guns to be switched off when unattended
- g) a thorough safety check for signs of fire or combustion around, above or below the work area must be made immediately after each period of work and again between 30-60 minutes after completion of such work

#### **Electric Oxy-Acetylene or other Welding or Cutting Equipment and Angle Grinders**

- a) the area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition to be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat
- b) all combustible property to be removed to a distance of not less than six (6) metres from the point of work and property which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
- c) You shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a fire watcher and to remain in attendance at all times until lighted flame equipment is extinguished
- d) suitable fire extinguishing appliances to be made available for immediate use at the point of work

- e) lighted welding or flame cutting equipment is never left unattended and extinguished after use
- f) gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least fifteen (15) metres from the point of application of the heat
- g) a thorough safety check for signs of fire or combustion around, above or below the work area must be made immediately after each period of work and again between 30-60 minutes after completion of such

In the event of breach of these terms **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

The maximum liability under this condition for use of heat shall not exceed €2,600,000 for any one claim during any one **Period of Insurance**.

## 2) BONA FIDE SUBCONTRACTORS

The **Self Build Project** includes work undertaken on **Your** behalf by bona fide subcontractors provided that **You** have requested and received evidence on at least an annual basis that such bona fide subcontractors have effected public liability insurance which

- a) covers the work to be undertaken by the sub contractor
- b) is subject to an Indemnity Limit of not less than that provided by this **Policy**
- c) includes an Indemnity to Principal clause
- d) remains in force throughout the duration of the contract with **You**

You must also ensure the bona fide subcontractor has an approved Employers Liability insurance with a limit of indemnity not less than €13,000,000 any one occurrence.

For the purpose of this condition the term bona fide subcontractors means any subcontractor engaged by **You** supplying both labour and materials for the purpose of the contract.

## SECTION 4 | PERSONAL ACCIDENT

### DEFINITIONS

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in bold type in the Section. They should also be read in conjunction with the Definitions at the start of the Policy.

#### Accident/Accidental

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which **You** are travelling.

#### Beneficiary

The person to whom the benefit for item 1, **Accidental** death shall be payable to in the event of a claim under this **Policy**.

#### Benefit Period

The maximum period from the date of **Temporary Total Disablement** or **Temporary Partial Disablement** is payable for. This period starts at the end of the **Excess Period**.

#### Bodily Injury

Identifiable physical injury which:

- 1) is sustained by an **Insured Person**; and
- 2) is caused by an **Accident** during the Period of Insurance; and
- 3) solely and independently of any other cause.

#### Excess Period

The period prior to the commencement of the **Benefit Period** for which no benefit is payable.

#### Immediate Family Member

Your spouse, civil partner, common law partner, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half brother, half sister or any adopted or fostered children of **Yours** who live with **You**.

#### Insured Person

Any person shown in the **Policy** as being an **Insured Person**.

#### Loss of Limb

Permanent loss by physical separation of a hand at or above the wrist, or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

#### Medical Expenses

Expenses necessarily and reasonably incurred by **You** for medical, hospital, surgical, manipulative, massage, physiotherapy, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

#### Medical Practitioner

A suitably qualified medical practitioner registered by the Irish Medical Council in the Territorial Limits other than:

1. **You**, or
2. A member of **Your** immediate family

#### Permanent Total Disablement

Disablement which entirely prevents **You** from attending to the duties of **Your** usual business or occupation and which lasts 12 consecutive months and at the expiry of that period is beyond hope of improvement.

#### Permanent Total Loss of Hearing

Permanent total and irrecoverable loss of hearing which lasts 12 consecutive months and at the expiry of that period is beyond hope of improvement.

#### Permanent Total Loss of Speech

Permanent total and irrecoverable loss of speech which lasts 12 consecutive months and at the expiry of that period is beyond hope of improvement.

#### Temporary Partial Disablement

Disablement which temporarily prevents **You** from attending to a substantial part of the duties of **Your** usual Business or occupation.

#### Temporary Total Disablement

Disablement which temporarily and totally prevents **You** from attending to the duties of **Your** usual Business or occupation.

#### Winter Sports

Shall mean any type of blading, boarding, glacier walking, ice hockey, karting, sleighing, sledding, sledging, skating, skiing, tobogganing, tubing, winter walking using snow shoes or crampons & ice picks or any winter sports as a professional.

#### Hazardous Pursuit or Pastime

Shall mean abseiling, caving, crewing of tall ships, diving, flying (piloting private or small aircraft, hand gliding or helicopters), motor cycling (as a driver or passenger), mountaineering, parachuting, potholing, quad biking, racing of any kind (other than on foot), rock or cliff climbing, white or black water rafting or canoeing or any sports as a professional.

## YOUR COVER

ITEM	SCHEDULE OF BENEFITS
1 Accidental Death	€30,000
2 Permanent Total Loss of Sight of One Eye	€30,000
3 Permanent Total Loss of Sight of Both Eyes	€30,000
4 Loss of One or More Limb(s)	€30,000
5 Permanent Total Loss of Speech	€30,000
6 Permanent Total Loss of Hearing in One Ear	€5,000
Permanent Total Loss of Hearing in Both Ears	€10,000
7 Permanent Total Disablement from usual occupation	€30,000
Permanent Partial Disablement	Not Covered
8 Accident only resulting in Temporary Total Disablement	€200 per week
9 Accident only resulting in Temporary Partial Disablement	€200 per week

### BASIS OF CLAIMS SETTLEMENT AND LIMIT OF INDEMNITY

Any benefit under Items 8 or 9 is subject to:

- a maximum benefit period as shown in **Your Schedule**;
- an Excess Period during which no benefit shall be payable both as stated in the **Policy Schedule**.

### PERSONAL ACCIDENT - YOUR COVER

**We will pay You or any Insured Person for Bodily Injury** which is the sole cause of:

- Death or disablement; or
- Death or disablement as a result of exposure to the elements;

then **We** will pay the appropriate benefit as stated on the **Policy Schedule** for such death or disablement caused during the **Period of Insurance** within the **Territorial Limits**.

### PERSONAL ACCIDENT - SECTION CONDITIONS

- If item 1 of the **Policy Schedule** is covered and an **Accident** causes death within 12 months of the date of that **Accident**, and prior to the definite settlement of the benefit for disablement provided for under items 2 to 7 of the **Policy Schedule**, **We** will only pay the benefit as stated under item 1 of the **Policy Schedule**.
- In respect of items 1-7, the total sum payable for any one or more **Accidents** to **You** shall not exceed in all during the **Period of Insurance** the largest amount of benefit payable under any one of such items.
- We** will not pay for more than one of the benefits covered under items 1-7 in respect of any one or more **Accidents**.
- Any weekly benefits payable under items 8 or 9 shall cease upon:
  - the expiry of the Benefit Period as stated in the **Policy Schedule**; or
  - death of the **Insured Person**; or

- c) the date the Insured Person ceases to fulfil the definition of **Temporary Total Disablement** (and/or **Temporary Partial Disablement** if applicable), whichever occurs first.
- 5) If payment of a claim is made under items 8 or 9 and subsequently a benefit is claimable under items 1-7 from the same **Accident**, then any amount already paid shall be deducted from any lump sum payment due.

## PERSONAL ACCIDENT SECTION EXCEPTIONS

**We** will not pay **You** under this Section in respect of any claim:

- 1) arising from or attributable to illness or natural cause;
- 2) for any expenses incurred
- 3) In respect of items 8 and 9, where the benefit payable is recoverable under any other Insurance that **You** may have in force.

## GENERAL SECTION CONDITIONS

### 1) CLAIMS CO-OPERATION

**You** shall provide assistance and co-operate with **Us** or **Our** representatives in obtaining any records **We** deem necessary to evaluate the claim.

### 2) CLAIMS PROCEDURE

Notice must be sent to **Us** of any **Accident** to **You** which may give rise to a claim under this **Policy** as soon as practicably possible of the **Accident**. **You** must place yourself or the **Insured Person** who is subject to a claim under this Section under the care of a duly qualified **Medical Practitioner** as soon as is reasonably possible.

### 3) INTEREST ON BENEFIT PAYABLE

**We** will not pay interest on any benefit payable.

### 4) MAXIMUM ANY ONE OCCURRENCE LIMIT

In the event of an **Accident** involving more than one **Insured Person**, where the claim exceeds the Maximum Any One Occurrence Limit, as shown in the **Policy Schedule**, the total benefit payable shall be proportionally reduced until that total does not exceed that limit.

### 5) OTHER INSURANCES

This Policy is issued on the condition that **You** have no knowledge of any other **Accident** Insurance in force except as specifically declared to **Us** at inception or agreed by **Us** during the Period of Insurance.

If at the time of a claim there is another insurance **Policy** in **Your** name which covers **You** or an **Insured Person** for the same expense or loss, **We** will only pay a proportion of the claim, determined by reference to the cover provided by each of the policies except for items 1-7 as shown on the **Policy Schedule** which will be paid in full.

### 6) RIGHT TO MEDICAL RECORDS AND MEDICAL EXAMINATION

Following notice of a claim **You** shall provide when requested by **Us** all authorisations necessary to obtain **Your** medical records. **We** have the right to have **You** examined by a physician or vocational expert of **Our** choice and at **Our** expense when and as often as **We** may reasonably request.

### 7) TRUST ASSIGNMENT

**We** will not automatically accept or be affected by notice of any trust assignment or the like which relate to this **Policy**.

## GENERAL SECTION EXCEPTIONS

**We** will not pay **You** under this Section for death, disablement or loss:

- 1) Whilst **You** or the **Insured Person** are engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
- 2) Whilst **You** or the **Insured Person** are engaged or taking part in aeronautics or aviation, other than as a passenger.
- 3) Whilst **You** or the **Insured Person** are engaged or taking part in mountaineering or rock climbing normally involving the use of ropes and/or guides.
- 4) Whilst **You** or the **Insured Person** are riding or driving in any kind of race.
- 5) Whilst **You** or the **Insured Person** are participating in any sport as a professional player.
- 6) Directly or indirectly caused or contributed to by **You** or the **Insured Person**:
  - a) intentional self-injury,
  - b) suicide or attempted suicide,
  - c) provoked assault or fighting except in bona fide self-defence,
  - d) own criminal act,
  - e) engagement or participation in civil commotions or riots of any kind
- 7) Whilst **You** or the **Insured Person** are under the influence of alcohol (which exceeds the prescribed limit under the Road Traffic Acts 1988 and would render **You** or the **Insured Person** unfit to drive regardless of whether **You** or the **Insured Person** are driving or not), drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
- 8) Arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder including anxiety and/or depression.
- 9) Arising from a sickness, disease, disability or condition for which **You** or the **Insured Person** have received medical advice or treatment during the 12 month period prior to the effective date of this **Policy**, unless specifically agreed in writing by **Us**
- 10) Arising from or attributable to **War** (whether declared or not).
- 11) Regardless of any contributory cause(s), any claim(s) in any way caused or contributed to by an **Act of Terrorism** involving the use or release or the threat of any nuclear weapon or device or chemical or biological agent. If **We** allege that, by reason of this exclusion, any claim is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.
- 12) Arising out of or consequent upon or contributed by Radiation.
- 13) Suffered before the **Insured Person** reaches 18 or after the **Insured Person** reaches 65 years of age.
- 14) Arising out of any **Winter Sport** or **Hazardous Pursuit or Pastime**

## COMPLAINTS PROCEDURE

**We** aim to provide a premier service however we know sometimes things can go wrong. If your complaint was about the way your policy was sold to you please contact your insurance broker in the first instance.

Should you wish to make a complaint regarding your claim please contact:

### Leesons Claims Services

68 Merrion Square South,  
Dublin 2, Ireland

**Email:** Claims.accelerant@isureunderwriting.ie

**Tel:** 01 5392890

Should you wish to make a complaint about the policy or the service we offer please contact:

### iSure Underwriting

Unit 5 First Floor, Corlurgan Business Park, Corlurgan,  
Ballinagh Road, Cavan H12 TW61

**Email:** complaints@isureunderwriting.ie

**Tel:** +353 1 696 0370

### Our promise is:

- a) acknowledge complaints promptly and confirm receipt of your complaint within 3 working days
- b) investigate complaints quickly. Within 20 days you will receive a final response or an explanation as to why the complaint has not been resolved yet plus an indication of when you will receive a final response
- c) within 40 days of us receiving your complaint, you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when you will receive a final response
- d) use information learned during the complaint to improve our complaints process

If you remain dissatisfied after your complaint has been considered, or you have not received a final decision within eight (8) weeks, you may be eligible to refer your complaint to the Financial Ombudsman bureau:

### The Financial Services & Pensions Ombudsman

3rd Floor, Lincoln House  
Lincoln Place  
Dublin 2.

**Tel:** 01 5677000

**Fax:** 01 66208980

**Email:** info@fspoi.ie

**Website:** www.fspoi.ie

If you choose to pursue a complaint by referring it to the Financial Services & Pensions Ombudsman, you cannot pursue legal action about the same complaint.

### Insurance Compensation Fund

The Insurance Compensation Fund (ICF) protects consumers of authorised non-life insurance companies that go into liquidation and are unable to pay insurance claims. These could be claims made by the policyholders or third parties. **You** may be entitled to compensation from the ICF if Accelerant Insurance Europe SA is unable to meet its obligations to you under this insurance.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Central Bank of Ireland website: <https://centralbank.ie/consumer-hub/explainers/what-compensation-schemes-protect-consumers-of-authorised-firms>.

### Authorisation

**Your** policy is administered by iSure Underwriting and underwritten by Accelerant Insurance Europe SA, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels, Belgium.

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193).

## INVESTOR COMPENSATION SCHEME (ICS)

**We** are covered by the Investor Compensation Scheme (ICS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of Business and the circumstances of the claim.

**You** can get more information from the ICS or by visiting their website at <https://www.investorcompensation.ie>

## HOW WE USE YOUR PERSONAL INFORMATION

In this section “**We**”, “**Us**” and “**Our**” means Rokstone Insurance Europe Ltd.

**We** will process any personal information we obtain in the course of providing our services to you in accordance with all relevant data protection legislation and in line with our own Data Protection **Policy**. **We** are committed to ensuring that your privacy is protected and that you know how your data is used and what your rights are.

Rokstone Insurance Europe Ltd is the controller of your data for the purpose of the sale and administration of your contract of insurance and for the broking of any related finance arrangement. This means that we are the business that decides what your data is used for. If you have any questions about how we handle your data, you can contact our data protection representative at our registered address:

### Data Protection Representative

Unit 5 First Floor,  
Corlurgan Business Park,  
Corlurgan, Ballinagh Road,  
Cavan H12 TW61

Alternatively, you can email us at  
[data.protection@isureunderwriting.ie](mailto:data.protection@isureunderwriting.ie)

**Your Insurers** are:

### Accelerant Insurance Europe SA

Bastion Tower, Level 20,  
Place du Champ de Mars 5,  
1050 Brussels, Belgium

**We** will share your personal information with your Insurer. A full copy of Accelerant Insurance Europe SA's privacy policy is available upon request.

**We** will use **Your** personal information to arrange and manage **Your** insurance **Policy**, including handling underwriting and claims and issuing renewal documents and information to **You** or **Your** insurance broker. **We** will also use **Your** personal information to assess **Your** insurance application and provide information to credit reference agencies.

**We** may research, collect and use data about **You** from publicly available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

**We** may have to share **Your** personal information with other insurers, statutory bodies, regulatory authorities, **Our** business partners or agents providing services on **Our** behalf and other authorised bodies.

**We** will share your personal information with others:

- if **We** need to do this to manage **Your Policy** with **Us**
- including settling claims
- for underwriting purposes, such as assessing **Your** application
- and arranging **Your Policy**
- for management information purposes
- to prevent or detect crime, including fraud (see below)
- if **We** are required or permitted to do this by law for example, if
  - **We** receive a legitimate request from the relevant policing authority or another authority and/or
  - if **You** have given **Us** permission

**You** can ask for further information about **Our** use of **Your** personal information. If **You** require such information, please write to the Data Protection Officer at the above address, or as set out in the Endorsement entitled Identity of Insurers shown in The **Schedule**.

## PREVENTING AND DETECTING CRIME

**We** may use **Your** personal information to prevent crime. In order to prevent and detect crime **We** may:

- a) check **Your** personal information against **Our** own databases; share it with fraud prevention agencies. **Your** personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **You** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **We** will share **Your** relevant personal information with them. The information **We** share may be used by those companies when making decisions about **You**. **You** can find out which fraud prevention agencies are used by **Us** by writing to **Our** Data Protection Officer; and/or
- b) share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by

Insurance Database Services Ltd. **We** may pass information relating to **Your** insurance **Policy** and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers

## DEALING WITH OTHERS ON YOUR BEHALF

To help **You** manage **Your** insurance **Policy**, subject to answering security questions, **We** will deal with **You** or **Your** husband, wife or partner or any other person whom **We** reasonably believe to be acting for **You** if they call **Us** on **Your** behalf in connection with **Your Policy** or a claim relating to **Your Policy**. For **Your** protection only **You** can cancel **Your Policy** or change the contact address.

## MARKETING

**We** may use **Your** personal information and information about **Your** use of **Our** products and services to carry out research and analysis.

**We** will only use **Your** personal information to market **Our** products and services to **You** if **You** agree to this.

## MONITORING AND RECORDING

**We** may record or monitor calls for training purposes, to improve the quality of **Our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **Our** premises.

It is understood by **You** that any information provided to **Us** regarding **You** will be processed by **Us** for the purposes of providing insurance, handling any claims and any other related purpose and which may require providing such information to third parties (including **Our** group companies). As a result **We** may transfer **Your** personal information to a destination outside the European Economic Area ("EEA") but we will always take the necessary steps to ensure that **Your** information is treated securely and in accordance with this privacy policy.

## FURTHER INFORMATION

**You** are entitled to receive a copy of any of **Your** personal information **We** hold. If **You** would like to receive a copy, or if **You** would like further information on, or wish to complain about, the way that **We** use **Your** personal information, please write to the Data Protection Officer at the Registered office address stated above.

If **We** change the way that **We** use **Your** personal information, **We** will write to **You** to let **You** know. If **You** do not agree to that change in use, **You** must let **Us** know as soon as possible by writing to **Us** at the address referred to above.

**You** have the right to complain to the Data Protection Commission at any time if **You** object to the way **We** use **Your** personal information. For more information please go to [www.dataprotection.ie](http://www.dataprotection.ie)



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