

Administered by



CONTRACTORS INSURANCE

Policy Wording Ireland

on behalf of Accelerant Insurance Europe SA

isureunderwriting.ie

CONTRACTORS POLICY WORDING

Thank you for choosing iSure Underwriting for **Your** Contractors 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 or by contacting **01 2244000**.

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IMPORTANT INFORMATION

HOW TO MAKE A CLAIM FOR SECTIONS 1-4

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.

FOR SECTION 5 LEGAL EXPENSES - ADVICE AND CLAIMS

Telephone: 0818 868 000 quoting "iSure Business Helpline" and ask to speak to a legal adviser.

This service is here to help **You**. Do not hesitate to make full use of it. In particular if something **You** are proposing to do may result in a legal expenses claim, **You** must use the helpline first.

Please see How to make a claim section for full details.

MIS Underwriting Limited

14a Jocelyn Street, Dundalk,
Co Louth, A91 XNY2

Email: underwriting@misgroup.com

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 Contractors 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**. This insurance is renewable provided **We** agree to accept **Your** premium for any subsequent **Period of Insurance**.

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.

WORD OR TERM

MEANING

Asbestos

Asbestos in any form, including but not limited to:

Asbestos

- a) Crocidolite, amosite chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals.
- b) **Asbestos** Containing Materials
- c) Any material containing Asbestos or **Asbestos** Dust.
- d) **Asbestos** Dust
- e) Fibres or particles of **Asbestos**

Appropriate Physical Devices

Appropriate Physical Devices shall mean:

- a) for towable plant; Eye Locks, Boss Locks or Wheel Clamps.
- b) for driven plant; Immobilisers, Vandal Guards, Leg Locks, Ram Locks or Track Locks
- c) for other portable plant or attachments; Breakers locks, pinlocks with high security chains and padlocks or other devices which the **We** confirm are Appropriate Physical Devices

Bodily Injury

- a) Death
- b) Physical injury
- c) Illness
- d) Disease
- e) Mental Injury and mental anguish provided that the condition complained of is accompanied by and arises directly from actual physical bodily injury

Business

The activities directly and solely connected with the Business as described in the **Schedule** and **Proposal**.

Claimant's Costs

Costs and Expenses incurred by a claimant or in relation to a claim against You.

Contract Works

The permanent or temporary works being carried out under any contract or development and materials for use in connection there with.

Costs and Expenses

Costs and Expenses shall mean

- a) claimant's costs
- b) defence costs
- c) prosecution costs

Damage

Damage shall mean physical loss or destruction of or damage to tangible property.

Defence Costs

Costs and Expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this **Policy**.

Description of Contracts

- a) construction, alteration, extensions or refurbishment of privatedwelling houses or flats either speculatively or otherwise
- b) construction, alteration, extensions or refurbishment of offices, shops, hospitals, schools, factories, warehouse's and other buildings being no more than 25 metres in height

All of Standard Construction and roads and sewers immediately connected therewith.

WORD OR TERM

MEANING

Employee

Any of the following people working for **You** in connection with **Your Business**

- a) anyone who has entered into or works under a contract of service or apprenticeship with **You**
- b) any labour only subcontractor or anyone employed by them
- c) any self-employed person
- d) a voluntary helper
- e) anyone who is engaged under a work experience scheme or similar scheme
- f) anyone who is hired or borrowed by **You**

Excess

The first amount of any claim for which **You** are responsible as specified in the **Schedule** or policy wording.

Government Action

Martial 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 **War**.

Hired-in Plant

Constructional plant machinery, tools, equipment, temporary buildings, or site office contents **You** have hired to use in connection with the **Business** while on the site of any contract or being carried by **You** in transit.

Offshore

From the time of

- a) embarkation by an **Employee** onto a conveyance at the point of final departure to an offshore rig or offshore platform or
- b) embarkation by an **Employee** 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 **Employee** from a conveyance onto land upon return from an offshore rig or offshore platform

Our/Us/We

The **Insurer** detailed in the **Schedule**.

Own Plant

Constructional plant machinery, trailers, tools, equipment, temporary buildings, or site office contents belonging to **You** for use in connection with the **Business** while on the site of any contract or carried by **You** in transit.

Period of Insurance

The length of time covered by this insurance (as shown in the **Schedule**) and any extra period for which **We** accept **Your** premium.

PFAS

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:

- a) any organic molecule, salt, free radical or ion, the composition of which includes at least one
 - i) perfluorinated methyl group (-CF₃); or
 - ii) perfluorinated methylene group (-CF₂-); or
- b) any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or
- 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
- 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.

Policy

The **Policy** and **Schedule** and any endorsements attached or issued.

Premises	The Premises owned or occupied by You as stated on the Schedule , for the purposes of the Business .
Products	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 You in connection with the Business .
Property Insured	a) Contract Works b) Own Plant c) Hired-in Plant d) Stock e) Tools.
Proposal	The signed Proposal or Statement of Fact and declaration and any additional information supplied to Us by You or on Your behalf.
Prosecution Costs	Costs and expenses incurred by a prosecuting authority which You , Your partners, directors or Employees are ordered to pay by the Court in relation to a prosecution against You , Your partners, directors or Employees in connection with the Business .
Safety Legislation Costs	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 Territorial Limits .
Schedule	The latest Schedule issued by Us .
Standard Construction	Standard Construction shall mean Brick, stone or concrete buildings with roofing comprising slates, tiles, concrete, metal or other coverings composed entirely of non-combustible materials &/or LPCB approved panels.
Territorial Limits	a) Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. 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 Your Business
Terrorism	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.
Tools	Portable tools and business equipment including portable electronic equipment the personal property of You or Your partners, principals, directors or Employees and which are ordinarily used or needed on the site of any contract carried out by You in connection with the Business anywhere within the Territorial Limits .
You/Your	The person, people or the company shown as the insured in the Schedule .
Your Insurer	For sections 1-4 Accelerant Insurance Europe SA For section 5 AmTrust International Underwriters DAC.
War	War , 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 in the **Business**

- b) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued or
- c) **Your** interest in the **Business** 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 **Premises**
- 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 **Premises** 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. 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 less the administration fee specified to **You** when **You** incepted the **Policy** unless **You** have made a claim in which case the full annual premium is due.
- 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, less the administration fee specified to **You** when **You** incepted the **Policy**, 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) PREMIUM ADJUSTMENT

The premium in respect of this **Policy** is based on estimates given by **You** from accurate record keeping and will be adjusted annually on declaration and the annual premium charged will be considered as a minimum and deposit for this Policy.

If **You** fail to supply a declaration within two months of the expiry of each Period of Insurance, **We** shall be entitled to make a reasonable estimate and adjust the premium accordingly.

It is a condition of this **Policy** that should **You** fail to produce such particulars within the timeframe specified in this clause, **We** have the option to deny liability for claims under this **Policy**.

15) 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 cover from the date the **Policy** was inception or renewed or for any other period specified by **Us**. It is a condition of **Ours** that **You** must comply with all survey risk improvements required and within the specified timescales 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 the **Policy**, or to suspend or withdraw **Cover** effective

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

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

16) SAFETY STATEMENT CONDITION

It is a condition of this **Policy** that **You** shall have a Safety Statement or otherwise be compliant with Section 20 of the Safety Health and Welfare at Work Act 2005.

17) UNDERGROUND SERVICES SEARCH CONDITION

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

- You** shall have inquired with the owner and/or relevant authority responsible for existing underground cables, pipes or underground facilities as to the location of such cables, pipes or other underground facilities at the contract site, and

- You** shall retain a written record of and response to the said inquiry and produce this to **Us** if requested

18) 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 –

- Have a valid Safe Pass Registration Card
- 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	Crawler Crane
360 Degree Excavator	Telescopic Handler / Teleporter
Mini Digger	Tractor Dozer
Tower Crane	Site Dumper
Self - Erect Tower Crane	Articulated Dumper
Mobile Crane	Slinger Signaller

19) POLICY EXCESS

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

20) DISPUTES

Any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society of Ireland may be asked to make a nomination. The arbitration will be binding and carried out under the relevant legislation.

The costs of the arbitration will be at the discretion of the arbitrator.

If the dispute is not referred to arbitration within 12 months **We** will assume **You** have abandoned the dispute.

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 1 – 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 1- 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 1 - 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: mold, 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) CIVIL ENGINEERING EXCLUSION

Loss or damage caused by or in connection with any standalone Civil Engineering contracts.

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 an overall building contract
- 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 for **Your** own use in carrying out work within the definition of **Your Business**.

15) FORMWORKS / SHUTTERING EXCLUSION

Loss or damage caused by or in connection with any stand-alone Concrete or Formworks/Shuttering contracts.

16) STEEL ERECTION / FABRICATION EXCLUSION

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

17) ABSEILING/CRADLE WORK EXCLUSION

Loss or damage caused by or in connection any work carried out when abseiling or when suspended in any cradle or sling.

18) BULLYING OR 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.

19) 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.

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:
 - i) 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

- ii) 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
- iii) 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
- iv) Failure to report any PFAS-containing products or materials to authorities; or
- v) 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 | 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 **Business**

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) INDEMNITY TO PRINCIPAL

We will at **Your** request cover any principal to the extent required by the contract between **You** and the principal in respect of liability arising from the performance of work by **You** for such principal, provided that

- a) **We** retain sole conduct and control of any claim
- b) the principal will observe, fulfil and be subject to the terms, conditions, Exceptions and limits of this **Policy** insofar as they can apply

3) 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 **Business**.

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

4) MOTOR CONTINGENT LIABILITY (NON-OWNED)

Notwithstanding Section Exception 6. of this Section of the **Policy**, **We** will cover **You** in respect of liability arising out of the use of any motor vehicle not belonging to or provided by **You** and being used in the course of the **Business** anywhere within the **Territorial Limits**.

This section does not cover liability

- a) in respect of **Damage** to the vehicle or any property contained within it
- b) incurred by any party other than **You** or with **Your** consent by any person who does not hold a license to drive such a vehicle
- c) which is insured or would be but for the existence of this Section be insured under any other insurance

5) 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**

6) 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.

7) 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

8) 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 **Business** 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

9) LEASED OR RENTED PREMISES

Notwithstanding Section Exception 2 b. **We** will cover **You** in respect of legal liability for **Damage** to premises leased or rented to **You** provided that this extension shall not apply to

- a) liability arising under agreement unless legal liability would have attached to **You** in the absence of such agreement
- b) the first €650 in respect of any claim caused otherwise than by fire or explosion

10) 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 director of **Yours** or **Employee** in respect of liability arising in connection with the **Business**, provided that you would have been entitled to cover under the Section if the claim had been made against you
 - ii) any officer, committee or member of **Your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such
 - iii) any director or senior official of **Yours** in respect of private work undertaken by any **Employee** for such director or senior official, provided that
 - 1) 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
 - 2) **We** shall retain the sole conduct and control of all claims
 - 3) 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

11) WRONGFUL ARREST

We will provide cover for the legal liability **You** have arising out of wrongful arrest, detention, imprisonment, eviction or wrongful accusation of shoplifting of any person up to €50,000 in any one period of insurance.

12) MOVEMENT OF OBSTRUCTING VEHICLES EXTENSION

We will indemnify **You** within the terms of this Section in respect of legal liability arising from any vehicle (not owned or hired by or lent to **You**) being driven by **You** or by any **Employee** with **Your** permission, whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle owned, hired by or lent to **You** or any **Employee**, provided that

- a) movements are limited to vehicles parked on or obstructing **Your** own premises or at any site at which **You** are working
- b) the vehicle is causing obstruction and will not be driven by any person unless such person is competent to drive the vehicle
- c) the vehicle causing obstruction is driven by use of the owner's ignition key
- d) **We** shall not indemnify **You** against
 - i) damage to such vehicle
 - ii) liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle

SECTION EXCEPTIONS

We will not cover **You** under this Section in respect of

- a) legal liability caused by or arising from
- 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) The cost of replacing or making good
 - a) **Your** faulty defective or incorrect workmanship; or
 - b) materials, goods or other property supplied, installed or erected by **You** or on **Your** behalf.
- 4) Fines, penalties, liquidated, punitive, exemplary or aggravated damages
- 5) **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**.
- 6) **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.
- 7) Any professional advice, design, formula or specification provided by **You** or on **Your** behalf for a fee.
- 8) Any **Product** which:
 - i) to **Your** knowledge is incorporated in any aircraft, aero-spatial or aerial deviceor
 - ii) results in the grounding of any aircraft, aero-spatial or aerial device
- 9) Any **Product** knowingly exported directly or indirectly to the United States of America or Canada or their dependencies or trust territories.
- 10) **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
- 11) **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**
- 12) **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
- 13) **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.
- 14) Liability arising in connection with
 - a) demolition, except demolition of structures not exceeding 7.5 metres in height when such work forms an ancillary part of a contract for construction, alteration or repair
 - b) the construction, alteration, maintenance or repair of bridges, canals, docks, piers, harbours, dams, viaducts, towers, steeples, spires, pylons or chimney shafts
 - c) the construction of or any work in or on railways, railway installations, airports or aerodromes runways, manoeuvring areas or aprons or those parts of airports or

aerodromes to which aircraft have access, aircraft, watercraft, blast furnaces, chimney shafts, collieries, dams, gas works, mines, power stations, steeples, towers, tunnels, viaducts, quarries, chemical works, petrochemical works, nuclear power plants, oil refineries or fuel depots

- d) underpinning, pile driving, the use of explosives, water diversion, sub aqua work, work undertaken in or on offshore rigs or platforms
- e) work carried out within airport buildings, other than work which:
 - i) is only carried out within the airport terminal building
 - ii) does not involve any work beyond the departure gates at the terminal
 - iii) does not involve the structure of any building
- 15) As a consequence of any breach of professional duty or any error or omission in any medical advice, examination, prescription or treatment given by **You**.
- 16) The operation or arrangement by **You** or on **Your** behalf of travel, accommodation or leisure facilities for **Your** customers.
- 17) The making up, dispensing, sale, supply, prescription or exchange of any drugs, medicines, hypodermic needles or medical supplies or equipment of any kind.
- 18) Contractual Liability
Liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement.
- 19) A failure of the product to perform its intended purpose
- 20) **Damage to the Contract Works**
- 21) 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
- b) 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 away from **Your Premises**.

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.

2) BONA FIDE SUBCONTRACTORS

The **Business** 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 subcontractor
- 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.

3) BONA FIDE SUBCONTRACTORS PAYMENT

It is a condition under this Section of the **Policy** that annual payments to bona fide subcontractors do not exceed fifty (50) percent of **Your** annual turnover.

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

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 **Business** during the **Period of Insurance**; or
- b) against any company or individual, other than **You**, operating from or resident in premises within the Great Britain, Northern Ireland, the Channel Islands or the Isle of Man 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) INDEMNITY TO PRINCIPAL

We will at **Your** request cover any principal to the extent required by the contract between **You** and the principal in respect of liability arising from the performance of work by **You** for such principal, provided that

- a) **We** retain sole conduct and control of any claim
- b) the principal will observe, fulfil and be subject to the terms, conditions, Exceptions and limits of this **Policy** insofar as they can apply

5) 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 **Business** provided that **You** would have been entitled to cover under the section if the claim had been made against you
 - iii) any officer, committee or member of **Your** canteen, sports, social or welfare organisations, fire security, first aid, medical or ambulance services in their respective capacities as such any director or senior official of **Yours** in respect of private work undertaken by any **Employee** for such director or senior official provided that
 - 1) each person shall as though he were the insured observe fulfil and be subject to the terms of this policy insofar 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, except demolition of structures not exceeding 7.5 metres in height when such work forms an ancillary part of a contract for construction, alteration or repair
- b) the construction, alteration, maintenance or repair of bridges, canals, docks, piers, harbours, dams, viaducts, towers, steeples, spires, pylons or chimney shafts
- c) the construction of or any work in or on railways, railway installations, airports or aerodromes runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access, aircraft, watercraft, blast furnaces, chimney shafts, collieries, dams, gas works, mines, power stations, steeples, towers, tunnels, viaducts, quarries, chemical works, petrochemical works, nuclear power plants, oil refineries or fuel depots
- d) underpinning, pile driving, the use of explosives, water diversion, sub aqua work, work undertaken in or on offshore rigs or platforms

- e) work carried out within airport buildings, other than work which:
 - i) is only carried out within the airport terminal building
 - ii) does not involve any work beyond the departure gates at the terminal
 - iii) does not involve the structure of any building

2) ROAD TRAFFIC

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 shall not provide cover against liability in respect of **Bodily Injury** to any **Employee** 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 | 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 **Property Insured** 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 in the aggregate the Sum Insured stated in the **Schedule**.

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) SPECULATIVE DEVELOPMENT

We will cover **You** for **Damage** in relation to property being built or erected by **You** other than under contract.

In respect of such property cover shall cease to apply from

- a) the date such property is sold or let or
- b) three months after the date of completion of the work of building or erecting the last property on the contract site whichever is the earlier

Completion shall mean completion apart from a prospective purchaser's or tenant's choice of decorations and/or final fittings.

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**.

7) EXPEDITING EXPENSES

In the event of **Damage** insured under this Section we will cover **You** for any additional costs incurred for overtime, night work, work on public holidays, express freight, or air freight in reinstatement or repair of the **Contract Works**.

8) SHOW HOUSES AND CONTENTS

We will provide cover for contents of show houses, flats and the like whilst on the contract site. The maximum we will pay in respect of contents of any one show house is €10,000.

9) CONTRACT PRICE

In the event of any increase in value of any contract price 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%.

10) INDEMNITY TO PRINCIPALS

The Insurance by this Section extends to include the interest of **You** employer/principal solely to the extent required by the conditions of contract in force between **You** and **Your** employer/principal provided that they follow the terms and conditions of this **Policy**.

11) 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.

12) 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 any contract for which **You** are working.

13) 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.

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
- 4) **Damage** for which **You** are relieved of responsibility under the terms and conditions of any contract.
- 5) **Damage** arising out of the use or occupation of any portion of the permanent **Contract Works** by any owner, tenant or occupier.

- 6) **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 the principal unless such **Damage** occurs
 - a) during the period of maintenance or defects liability period from a cause prior to commencement of this period
 - b) as a result of **Your** actions to comply with **Your** responsibilities under the maintenance or the defects liability clause in the contract conditions
 - c) a period of 14 days after the issue of the certificate of completion provided **You** are required to insure during this period
- 7) 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 **Business** 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)
- 8) 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.
- 9) 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
- 10) 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**.
- 11) Loss or **Damage** to **Property Insured** hired out by **You** to other parties.
- 12) Loss or damage in respect of any
 - a) 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
 - b) demolition only contracts with no contract for the rebuilding of the property
 - c) contracts not listed in the Description of Contracts, unless otherwise agreed in writing by **Us**
- 13) The amount of any **Excess** specified in the **Schedule** or policy wording.

SECTION 4 | TOOLS & BUSINESS EQUIPMENT

COVER

We will cover **You** against **Damage** to **Tools** occurring during the **Period of Insurance** and within the **Territorial Limits** definition of this **Policy**. **We** will pay the value of such **Tools** or at our option replace, reinstate or make good the **Damage**.

Our Limit of Indemnity under this Section shall not exceed €20,000 in respect of any one **Period of Insurance**.

SECTION EXCEPTIONS

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

- 1) any consequential loss
- 2) any **Damage** by theft or attempted theft of **Tools** where any person in **Your** employment or **Your** family is involved as principal or accessory
- 3) any **Tools** and **Business** Equipment left unattended on any site or premises where **You** or any **Employee** is carrying out work in connection with the **Business** unless stored in a securely locked building
- 4) 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)
- 5) **Damage** caused by or arising out of wear and tear, mechanical or electrical breakdown, depreciation, derangement or overrunning, short circuiting or self-heating, corrosion, rust, wet or dry rot, shrinkage, or other deterioration
- 6) **Damage** to any mechanically propelled vehicle or waterborne vessel or craft
- 7) **Damage** to cutting edges, cutting tools, trailing cables, flexible pipes, driving chains, conveyor belts, driving belts or articles of a brittle nature, unless caused by fire lightning or storm or the theft of a complete item
- 8) the maximum single article limit for any one item is €2,500
- 9) the maximum limit for Tools and Business Equipment per Employee is €2,500
- 10) the amount of any **Excess** specified in the **Schedule**

SECTION 5 | COMMERCIAL LEGAL EXPENSES

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other **Professional Adviser's** fees unless court **Proceedings** are issued, or a conflict of interest arises. Where, following the issue of court **Proceedings**, **You** have elected to use a **Professional Adviser** of **Your** own choice **You** will be responsible for any Professional **Costs and Expenses** in excess of **Our Standard Professional Costs and Expenses**.

This is a "Claims Made" insurance contract. It only covers claims notified to **Us** during the **Period of Insurance** and within a reasonable period of any circumstance which may give rise to any claim. Delay in reporting **Your** claim may prejudice **Your** claim. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced.

DEFINITIONS

Aggregate Limit

The maximum **We** will pay for all claims arising under this insurance in one **Period of Insurance**. The **Aggregate Limit** is €500,000.

Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Geographical Limits** where this cover applies at the time of the **Insured Event**.

Director

Your Director(s) including executive officers.

Employee/Your Employee(s)

Any person who has entered into or works under (or, where the employment has ceased, worked under) a Contract of Employment with **You** in connection with the business insured under this policy.

Excess

The sum payable by **You** as a contribution towards the costs incurred arising from any claim made under this insurance as stated below:

Contract and Debt Recovery sections: €250

All other sections: Nil

Geographical Limits

United Kingdom, the Channel Islands, the Isle of Man or the Republic of Ireland.

Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

In employment disputes the **Insured Event** will be the effective date of termination of employment.

In accountancy matters the **Insured Event** arises on the date that **You** or **Your Professional Adviser** are contacted either verbally or in writing, by the relevant department of **Revenue** advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.

In criminal cases the **Insured Event** will be the date that **You** commenced or are alleged to have commenced to violate the criminal law in question.

For the purposes of the **Limit**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Insurers

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

Limit

The maximum sum payable by **Us** under a section of cover after calculating all Professional **Costs and Expenses** incurred in **Proceedings** in respect of an **Insured Event**, subject to the **Aggregate Limit**.

The **Limit** for each section of cover is €25,000

Period of Insurance

The period of cover declared to and accepted by **Us**.

Proceedings

Civil, criminal, tribunal or arbitration proceedings or appeals arising from them brought in the **Geographical Limits**.

Professional Adviser

Our panel solicitors, or their agents, an accountant or other appropriately qualified person, firm or company appointed by the **Insurers** to act for **You**, or, and subject to the **Insurers** agreement, where **Proceedings** have been issued, another legal adviser nominated by **You**.

Professional Costs and Expenses

Reasonable un-recovered fees and disbursements properly and necessarily incurred by the **Professional Adviser** with **Our** prior written authority and any costs incurred by a third party, on the standard basis of any **Proceedings**, for which **You** may be made liable by order of a court or by agreement.

Revenue

The Office of the **Revenue** Commissioners in Ireland.

Standard Professional Costs and Expenses

The level of Professional **Costs and Expenses** that would normally be incurred by **Us** in using a **Professional Adviser** of **Our** choice.

We/Us/Our/Ourselves

MIS Underwriting Limited acting on behalf of **Insurers**.

You/Your

The person(s), company or companies declared to and accepted by **Us**.

COVER

This insurance provides indemnity in respect of Professional **Costs and Expenses** up to the **Limit** where:

- a) the **Insured Event** is notified to **Us** during the **Period of Insurance** and within a reasonable period of occurrence
- b) the **Insured Event** and any **Proceedings** take place within the **Geographical Limits**

PROSECUTION DEFENCE FOR EMPLOYERS AND EMPLOYEES

What is insured:-

Professional **Costs and Expenses** incurred by:

- a) **You** arising from any act or omission - or alleged act or omission - which leads to **Your** prosecution in a court of criminal jurisdiction
- b) **You** arising from appeals by **You** against the service of improvement and prohibition notices under Health and Safety legislation.
- c) **Your Employee** (including Directors), concerning any matter arising out of his or her duties as **Your Employee** arising from any act or omission, or alleged act or omission, which leads to the prosecution of **Your Employee** in a court of criminal jurisdiction

What is not insured:-

Claims

- a) arising from deliberate discrimination by **You**, or an **Employee** (including Directors) amounting to an act of unlawful discrimination
- b) for criminal prosecutions brought under Health and Safety legislation
- c) for damages, compensation, interest, fines, costs or other penalties that **You** are ordered to pay by a court of criminal jurisdiction
- d) arising from a motor prosecution
- e) arising from **Your** prosecution alleging:
 - i) intentional obstruction of a person in the execution of a warrant issued under the **Data Protection Legislation** by **You** or by an **Employee**
 - ii) arising from **Your**, or an **Employees** failure to give a person executing such a warrant the assistance they reasonably require for its execution
- f) arising from prosecutions of **Employees** for matters which do not relate to their duties as **Your Employees**

CONTRACT

What is insured

Professional **Costs and Expenses** arising from any dispute between **You** and a customer or supplier about a contract for the supply of goods or services entered into after the start of the first **Period of Insurance** and where the total amount in dispute, or the amount due to be paid at the time of the dispute, is at least €250 but no more than €5,000.

What is not insured:-

Claims

- a) For any Insured Events which occurs within 90 days of the start of the first **Period of Insurance**
- b) For the recovery of a debt from a customer where the customer does not dispute that the money is owed to **You**
- c) For any dispute **You** may have as a landlord or a tenant in connection with a lease or licence or tenancy agreement
- d) For professional negligence
- e) For the defence of any matter which should be covered under a professional indemnity insurance
- f) Arising from the sale, lease, service, repair or test of a motor vehicle
- g) Arising from a dispute over a financial services product, including payments which may be due under an insurance policy
- h) Arising from a dispute with an **Employee** or former **Employee** arising from a contract of employment
- i) Arising from any licence or franchise agreements

DEBT RECOVERY

What is insured

Professional **Costs and Expenses** incurred in order to recover money and interest due arising from a contract for the sale or supply of goods or services entered into after the start of the first **Period of Insurance** and where the total amount in dispute, or the amount due to be paid at the time of the dispute, is at least €250 but no more than €5,000.

What is not insured:-

Claims

- a) Occurring within 90 days of the start of the first **Period of Insurance**
- b) Relating to a lease or licence or tenancy agreement
- c) Arising from the purchase, sale, lease, service, repair or test of a Motor Vehicle
- d) Relating to a financial services product, including payments which may be due under an insurance policy
- e) Arising from a dispute over the purchase, sale, lease, provision, service or repair of computer hardware, software, systems or services
- f) For the recovery of any amount due which the other party disputes on the basis of a defence

TAX DISPUTES

What is insured

Professional **Costs and Expenses** incurred by **You** and arising directly from:

- a) **Revenue** Queries and Disputes
 - i) a query by **Revenue** into **Your** corporation tax return following the issue of formal notification by **Revenue**
 - ii) any challenge in writing by **Revenue** of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance check or routine inspection undertaken by **Revenue** into the operation of PAYE
 - iii) an enquiry conducted into the employment status of **Your Employees** under the PAYE and/or Social Insurance Contributions Regulations.
- b) VAT Disputes
 - i) a dispute following a compliance check or routine inspection undertaken by **Revenue** of **Your** VAT record-keeping.
 - ii) an enquiry held relating to VAT evasion involving dishonesty or the liability of directors or any matters handled by the Investigations and Prosecutions Division of **Revenue** providing that at the culmination of such investigation it is proved that **You** were not found guilty of dishonesty, fraud or fraudulent intent

What is not insured:-

Claims

- a) Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by any special office of **Revenue**
- b) Arising from or relating to attendance at a compliance and/or control review or routine inspection undertaken by **Revenue** (PAYE/Social Insurance Contributions and/or VAT)
- c) Where deliberate miss-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities
- d) Where **You** have failed to give **Your** business status to the relevant authorities within a statutory period
- e) Which originate from any enquiry, investigation or dispute which existed before the first **Period of Insurance**
- f) Involving tax or National Insurance contributions avoidance schemes

- g) Which occurs during the first 60 days of the first **Period of Insurance**
- h) Where **You** have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements
- i) Arising from a dispute as to whether an **Employee's** remuneration should fall under either PAYE or sub-contract rules
- j) In respect of any dispute arising under minimum wage or tax credit / relief legislation
- k) In any claim where the policyholder has adopted a tax avoidance scheme
- l) In respect of the preparation or rectification of self-assessment tax returns, accounts, end-of-year expenses and benefits forms, summaries of all deductions applied to **Employees** during the previous tax year, VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of **Your** affairs, including the reconciliation of annual accounts with VAT returns

Professional Costs and Expenses

- a) Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with **Your** affairs
- b) Incurred in dealing with any deficiencies in books, records, accounts or returns including the costs of repairing a return
- c) Arising after **You** receive a notice telling **You** that the enquiry has been completed
- d) Arising from or relating to a Tax Tribunal

Conditions applicable to Tax Disputes

- a) **You** must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to **Revenue** and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable
- b) **You** must contact the **Legal Helpline** as soon as possible after the **Insured Event** and comply with the advice given
- c) **You** or **Your Professional Adviser** should notify **Us** by contacting the **Legal Helpline** as soon as possible if **You** receive any invitation by **Revenue** to make an offer in settlement
- d) In respect of **Revenue** enquiries **Your Professional Adviser** must provide a copy of the **Revenue** notice of enquiry and a copy of the return giving rise to the enquiry

TELEPHONE HELPLINES

BUSINESS LEGAL & TAX HELPLINE

The helpline service may be used to discuss any problem occurring under this policy. Simply telephone 0818 868 000 and quote iSure Underwriting and ask to speak to a legal adviser. This service is here to help **You**. Do not hesitate to make full use of it. In particular if something **You** are proposing to do may result in a claim, **You** must use the helpline first.

GENERAL EXCEPTIONS

EXCLUSIONS APPLICABLE TO ALL SECTIONS OF COVER

We will not be liable for:-

- a) Claims where **You** are engaged in the following trades:
 - i) aircraft / aerospace
 - ii) gaming gambling and night clubs
 - iii) fairgrounds and amusement arcades
 - iv) waste / refuse disposal
 - v) solicitors
 - vi) professional sporting clubs
 - vii) care/nursing homes
 - viii) educational establishments
 - ix) recruitment agencies

WAR AND SIMILAR RISKS

Any consequence of:

- a) **War**, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
- b) confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority

RADIOACTIVITY

Any expense, directly or indirectly arising from:

- a) ionising radiation 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 nuclear assembly or nuclear component

PROFESSIONAL COSTS AND EXPENSES INCURRED

- a) Where the Insured Event had commenced or occurred:
 - i) before this policy started; or
 - ii) on, or after the renewal of this policy and which **You** knew, or should reasonably have known, could result in a claim
- b) For the pursuit, continued pursuit or defence of any claim if the Insurers consider it unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred
- c) Where at, or prior to, the start of the first **Period of Insurance**, in **Our** reasonable judgment, **You** should have realised that a claim might occur
- d) Prior to written confirmation from **Us** that the claim has been accepted or Professional **Costs and Expenses** beyond those for which **We** have given **Our** prior approval in accordance with the terms and conditions of the cover
- e) Where **You** fail to instruct or give proper instructions to **Us** or to the Professional Adviser
- f) Where **You** are responsible for anything which in **Our** reasonable opinion prejudices success in the prosecution, defence or settlement of the Proceedings
- g) Where **You** fail to provide evidence or information reasonably required by **Us** to establish whether support can be provided under this cover
- h) Where **You** are responsible for anything which in **Our** reasonable opinion prejudices **Our** position in respect of the Proceedings
- i) In respect of the amount in excess of **Our** Standard Professional **Costs and Expenses** where **You** have elected to use a Professional Adviser of **Your** own choice
- j) Where the Insured Event occurs outside of the Geographical Limits
- k) In defending or pursuing new areas of law or test cases

CLAIMS

- a) Where **You** fail to comply with the conditions of this insurance
- b) Arising from any deliberate criminal act or omission by **You**
- c) Involving prosecutions which allege dishonesty or intentional violence
- d) Notified to **Us** outside of the **Period of Insurance**
- e) Any claim where you have failed to notify us of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that we have agreed to) or of making a successful defence
- f) For an application for a judicial review
- g) Made by or against **You** against or by **Us**
- h) Directly or indirectly caused by, contributed to or arising from:
 - i) subsidence or mining or quarrying activities
 - ii) patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements (other than claims under employment cover) and passing off
 - iii) computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
 - iv) actual, planned or proposed works by or under the order of any government or public or local authority
 - v) planning law including town and country planning legislation
 - vi) the construction of or structural alteration to buildings or parts of buildings
 - vii) libel or slander or malicious falsehood
- i) Where **You** act without **Our** consent or contrary to or in a manner different from **Our** advice or that of **Your** Professional Adviser
- j) Made under this cover which do not arise from or relate to **Your** normal business as shown in the schedule
- k) Relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination
- l) Which are false or fraudulent

WHAT IS NOT INSURED

Professional Costs and Expenses

- a) Incurred in avoidable correspondence
- b) Which are recoverable from a court, tribunal or elsewhere
- c) Incurred in respect of any claim where, but for the existence of this policy **You** would be entitled to indemnity under any other policy or certificate or, but for a breach or alleged breach, by **You** of the terms of the other policy or certificate

Damages, interest, fines or other penalties which **You** are ordered to pay unless provided for in this cover.

The costs of an appeal unless **We** have given **Our** prior written consent to such costs being incurred.

The fees of an expert witness without **Our** approval being obtained for the appointment of the expert witness and to the amount of his fees.

Prior to the issue of court Proceedings, the legal costs and disbursements of a firm of solicitors instructed by **You** other than those of **Our** panel solicitors or their agents.

CONDITIONS

CANCELLATION

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance advisor.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers.

APPOINTING A PROFESSIONAL ADVISER

- a) At any time before Proceedings are issued **We** will:
 - i) take over the claim and deal with it in **Your** name.
 - ii) appoint solicitors to act for **You** as Professional Adviser
- b) If Proceedings need to be issued:
 - i) **You** may inform **Us** of **Your** choice of a Professional Adviser. **We** may accept such choice if the Professional Adviser confirms in writing that they will co-operate with **You** to enable **You** to keep to the terms of this insurance. Where **We** agree to **Your** own choice of Professional Adviser this insurance will not cover any amount in excess of **Our** Standard Professional **Costs and Expenses**
 - ii) if **We** and **You** cannot agree with **Your** choice of Professional Adviser, **You** may suggest another. If **We** still cannot agree upon a suitable Professional Adviser, **We** shall ask the Law Society of Ireland to choose a solicitor to act. Both **We** and **You** must accept their decision
- c) If **Your** Professional Adviser refuses to continue acting for **You** for reasonable cause or **You** discontinue **Your** instructions then **Our** liability will stop at once unless **We** agree to the appointment of another Professional Adviser

CONDUCTING PROCEEDINGS

You will instruct the nominated Professional Adviser to:

- a) provide **Us** immediately with an opinion of the prospects of success, an estimate of the total costs likely to be incurred, and details of the charging rate
- b) to keep **Us** fully and promptly advised of the progress of the case, of any change in their view of prospects of success and/or their estimate of costs during the Proceedings. If they do not comply, all liability under this cover will cease

We will meet the Professional Adviser's costs and expenses of dealing with the Proceedings which have been agreed in advance by **Us** - both amount and purpose - and as long as prospects of success remain reasonable.

OUR RIGHT TO INFORMATION

We will have direct access to the Professional Adviser at all times and **You** will co-operate fully with **Us** and keep **Us** informed of all material developments.

We will be entitled to obtain any information, copy document, account or correspondence relating to the Proceedings, whether or not it is privileged and **You** will give any instructions to the Professional Adviser which might be required immediately.

We will be notified as soon as reasonably possible by **You** or the Professional Adviser of any offer or payment into court made with a view to settlement.

If any offer or payment into court is not accepted by **You** but **We** reasonably consider the outcome of the Proceedings to be equally or less favourable to **You** than the offer of payment, **We** will have no liability in respect of any further Professional **Costs and Expenses** unless **We** have given **Our** agreement for Proceedings to continue.

If **You** are not satisfied with **Our** decision, the dispute must be resolved under the terms of the Disputes condition, below.

CO-OPERATION

You will co-operate with **Us** at all times and reply promptly to any correspondence connected with the claim.

INVESTIGATION OF THE CLAIM

We may ourselves, or through **Our** servants, agents, solicitors or accountants, make **Our** own investigations into the claim and may, subject to **Your** approval which will not be withheld unreasonably, attempt to reach a settlement of the Proceedings.

INFORMATION TO BE GIVEN TO THE PROFESSIONAL ADVISER

You will give all information requested by the Professional Adviser to him promptly and meet with him whenever requested.

ASSESSMENT OF BILLS

If **We** request it, **You** will instruct the Professional Adviser to submit his bill of costs for assessment by the court or by the appropriate professional body.

WITHDRAWAL AND DISCONTINUANCE

If **You** withdraw from or discontinue the Proceedings without **Our** prior agreement, the responsibility for payment of any Professional **Costs and Expenses** and third party costs will become **Yours**.

We will be entitled to reimbursement by **You** for any costs paid or incurred during the course of the Proceedings, including any Professional **Costs and Expenses** which **We** are obliged to pay because of **You** withdrawing or discontinuing.

RECOVERY OF COSTS FROM THIRD PARTIES

You will, whenever reasonably possible, attempt to recover costs from a third party and will instruct the Professional Adviser accordingly.

AGREEMENT

We will not be bound by any agreement to which **We** are not a party.

DISPUTES

In the event of any dispute arising between **You** and **Ourselves** which cannot be resolved in accordance with **Our** complaints procedure (available on request), or where provision has not already been made, the dispute may, where we both agree, be referred by **You** for the arbitration of a single arbitrator who must be either a solicitor or a barrister nominated by the parties or, failing agreement, by the Law Society of Ireland.

Any arbitration will be in accordance with the provisions of legislation. The costs will be at the discretion of the arbitrator.

PROSPECTS OF SUCCESS

If at any time **We** consider **Your** prospects of success in the Proceedings are not good, or that **Your** interests can be achieved by other means,

We will provide **You** with a written explanation of **Our** decision.

We will then be under no further liability to indemnify **You** in respect of the case.

In forming **Our** decision **We** may take into account: -

- a) the amount of money at stake
- b) the fact that a reasonable insured, without legal costs insurance would not wish to pursue this matter
- c) the prospects of being able to enforce a judgment

If **You** disagree with this decision, **You** can ask **Us** to obtain an opinion from an independent solicitor or barrister. If **You** and **We** are unable to agree on a suitable solicitor or barrister, the president of the Law Society of Ireland will be asked to provide a nomination.

If the independent opinion disagrees with **Our** view, **We** will pay the cost of obtaining it but if it supports **Our** view **You** will pay the cost.

APPLICABLE LAW

We propose that the contract is governed by Irish law. If there is any dispute as to which law applies it shall be Irish law.

LANGUAGE

The language for contractual terms and obligations will be English.

PRIVITY OF CONTRACT

Subject to the extent that section 62 of the Civil Liability Act 1961 applies, a person who is not a party to this contract has no rights under it to enforce any term of this contract.

VALUE ADDED TAX

If **You** are registered for VAT, the Insurer will not be liable to indemnify **You** for the VAT element of any legal expenses invoices.

HOW TO MAKE A CLAIM

Potential claims must be notified to **Us** by telephoning the Legal Helpline and before instructing a Professional Adviser. **You** must make **Your** claim as soon as **You** are, or should reasonably have been, aware of any event which has resulted in, or could result in an Insured Event. (You must notify **Us** as soon as possible once **You** become aware of the **Insured Event**. Delay in reporting **Your** claim may prejudice **Your** claim. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced). **You** must follow the advice of the Legal Helpline. Professional **Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance **You** can complete and submit **Your** contact form online by visiting www.misunderwriting.com. Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

PRIVACY AND DATA PROTECTION NOTICE

Data Protection MIS Underwriting

Who we are

In this notice, 'we', 'us' and 'our' refers to MIS Underwriting Ltd. For full information concerning MIS Underwriting Ltd please visit www.misunderwriting.com. We may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

Our approach to Privacy

The privacy and security of your personal information is very important to us. We protect your information with security measures under the laws that apply. We keep our computers, files and buildings secure.

The information you provide MIS Underwriting Ltd

We may receive personal information about you, when you contact MIS Underwriting Ltd for example by doing either of the following:

- Reporting an incident involving your Home
- Reporting an incident involving your Vehicle

This Information may include:

- Basic personal information such as your name, address, email address, telephone number, date of birth or age, gender and marital status, your car, your home, your household or your travel arrangements
- Information about your other policies, Claims history, Claims data

- Sensitive personal information such as criminal convictions, motoring offences and about your health (current state of health or existing conditions).

Personal information (including details of injuries) may be recorded on claims registers i.e Insurance Link, and shared with other insurers. **We** may search this register to detect and prevent fraud. For further information on Insurance Link <http://inslink.ie/>.

How your data is used and shared by Insurers and Databases in relation to insurance

The data you provide will be used by us and shared with other insurers as well as certain statutory and other authorised bodies.

Security

We are committed to protecting the confidentiality and security of the information that you provide to us and we put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure of loss of your information.

Insurance Administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention.

Information may also be shared with other insurers either directly or via those acting for the insurer, such as Investigators or Loss Adjusters.

Update your information, request to erase your data, subject access request

If you wish to contact us regarding this notice you can contact us at: - Data Protection Officer, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2.

Telephone: 01 872 0179.

Email: underwriting@misgroup.online

Please put your request in the subject line.

How to find what information we hold about you

You have the right to request a copy of all the personal information we hold about you in a Subject access request or to have your data deleted (exemptions may apply), or to have any inaccurate or misleading data.

To do this simply write to us at the address above or contact us via email.

Complaints

You have the right to complain about how we treat your Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at <https://www.dataprotection.ie/en/contact/how-contact-us>. **We** are only allowed to keep your information if we need it for the reasons outlined above. **We** will keep it in line with the industry, regulatory and contractual requirements.

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@fspo.ie

Website: www.fspo.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>.

SECTION: 5 MIS UNDERWRITING LIMITED

Should you have a query or complaint regarding the administration or claims under the **Policy**, you should address your complaint to:

MIS Underwriting Ltd

14a Jocelyn Street
Dundalk
Co Louth
A91 XNY2

Email: underwriting@misgroup.online

Tel: 01 872 0179

MIS Underwriting Ltd will contact **You** within five business days of receiving the complaint to inform **You** of what action they are taking. MIS Underwriting Ltd will provide you with regular updates in writing on the progress of the complaint investigation, at intervals of not greater than 20 business days and will attempt to investigate and resolve your complaint within 40 business days of receipt. If it is not possible to resolve your complaint within 40 business days, we will provide you with a written explanation as to why the complaint cannot be resolved and indicate when it is expected that a final response can be made. Within 5 business days of the completion of our investigation we will issue you with our final response. If you are dissatisfied with our final response or if your complaint has not been resolved within 40 business days you are entitled to refer your complaint to the:

Financial Services and Pensions Ombudsman

Lincoln House, Lincoln Place, Dublin 2, D02 VH29

E-mail: info@fspo.ie

Website: www.fspo.ie

Tel: + 353 1 567000

Please be aware that the Financial Services Ombudsman will only be able to consider your complaint after MIS Underwriting Ltd have had the opportunity to consider and resolve this.

AmTrust International Underwriters DAC are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if we cannot meet our obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at: www.fscs.org.uk or be contacted on 020 7892 7300.

This complaints procedure does not affect any legal right **You** have to take action against the **Insurer**.

You can check the above details on the Financial Conduct Authority Register by visiting the FCA website: www.fca.org.uk/register / or by contacting the FCA on 0800 111 6768.

For any complaints made up after the date the Insurer transfers this insurance to another insurer authorised in the European Economic Area:

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within 20 working days **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within 40 working days **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. After eight weeks, if **You** are unhappy with the delay, **You** may refer to the Financial Services and Pensions Ombudsman if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

MIS Underwriting Limited

14a Jocelyn Street
Dundalk
Co Louth
A91 XNY2

Tel: 01 872 0179

Email: underwriting@misgroup.online

The Financial Services and Pensions Ombudsman contact details are:-

The Financial Services and Pensions Ombudsman

Lincoln House,
Lincoln Pl,
Dublin 2 D02 VH29

Tel: +353 1 567 7000

Email: info@fspo.ie

Website: www.fspo.ie; or
Insurance Ireland on (01) 676 1820

Authorisation Sections 1-4

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).

Section 5

MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European Union (Insurance Distribution) Regulations, 2018 (IDR) in respect of General Insurance, registration no: C190040.

You can check our status on the insurance distribution register by clicking here: <http://registers.centralbank.ie/>

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

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

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



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

T 01 695 0370

E info@isureunderwriting.ie

W isureunderwriting.ie