



Public and Products Liability Policy Document

For

Policy No:

Signed for and on behalf of The Company

A handwritten signature in black ink, appearing to be 'S. Ogden', written over a horizontal line.

Stephanie Ogden
Authorised Representative
HDI Global SE - Ireland
Hampton House
27 Mount Street Lower
Dublin 2
D02 FC43

The Policy Schedule and Endorsements should be read as if they are one document

Any reference to singular will include the plural and vice versa

Any reference to any statute or statutory instrument will include any modification re-enactment thereto

Any heading in this Policy is for the ease of reference only and does not affect its interpretation

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

We would remind you that you are required to inform us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance and failure to do so may invalidate your policy or result in certain covers not operating fully

Please examine the Policy Document carefully to ensure that it is in accordance with your requirements and that you are familiar with its terms conditions and limitations. If it does not meet with your requirements please return it to us or your insurance broker immediately

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HDI Global SE - Ireland (hereinafter called "the Company") in consideration of the payment of premium by the Insured and subject to all terms Definitions Limit of Indemnity Exclusions Conditions and any memoranda endorsed hereon will indemnify the Insured up to the Limit of Indemnity against all sums that the Insured shall become legally liable to pay for damages or compensation and claimant’s costs and expenses in respect of Bodily Injury or Property Damage or Other Contingencies happening during the Period of Insurance and arising out of an Occurrence within the Policy Territory in connection with the Business

The Company will also pay Defence Costs in addition to the Limit of Indemnity

Countersigned:

Dated: 14 October 2022

Insurance Act 1936 (Republic of Ireland)

In accordance with Section 93 of the Insurance Act 1936 it is understood and agreed that all monies which become due or payable under this Policy shall be payable and paid in the Republic of Ireland

Finance Act 1990 (Republic of Ireland)

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

Sanction Limitation

The Company shall not provide cover or be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover payment of such claim or provision of such benefit would expose the Company to any sanction prohibition or restriction under applicable sanction law

The Schedule



THE BROKER:

POLICY NO:

THE INSURED:

ADDRESS:

THE BUSINESS:

PERIOD OF INSURANCE: (a) from to (both dates inclusive)

(b) Any subsequent period for which The Company shall accept a renewal premium

RENEWAL DATE:

LIMIT OF INDEMNITY:

PUBLIC LIABILITY:	any one Occurrence
PRODUCT LIABILITY:	any one Period of Insurance
POLLUTION OR CONTAMINATION:	any one Period of Insurance

EXCESS: € each and every Occurrence

FIRST PREMIUM: € minimum & deposit

GOVERNMENT LEVY: €

TOTAL €

CLAIMS NOTIFICATIONS TO: HDI Global SE - Ireland

- 1 **Bodily Injury** shall mean personal injury sickness or death including mental injury or shock of or to any person
- 2 The **Business** shall mean the business of the Insured as stated in the Schedule and shall include
 - a) ownership repair maintenance and decoration of the Insured's own property and premises occupied by the Insured
 - b) provision and management of canteen social sports educational welfare organisations first aid fire security ambulance services and medical services for the benefit of any Employee
 - c) participation in exhibitions anywhere in the world
 - d) private work undertaken by any Employee for any director partner or Employee of the Insured with the prior consent of the Insured
- 3 **Claim** shall mean any demand or claim for compensation or damages made against the Insured the subject of possible indemnity under this Policy
- 4 **Contract Works** shall mean the temporary or permanent works executed or in the course of execution by or on behalf of the Insured in the performance of any contract including any materials or plant for use in connection therewith
- 5 **Defence Costs** shall mean all costs fees or expenses incurred by or on behalf of the Insured including all investigation and handling costs associated with the investigation handling and defence of any Claim the subject of indemnity or a request for indemnity under this Policy provided such costs fees or expenses are so incurred with the Company's prior written consent
- 6 **Employee** shall mean
 - a) any person under a contract of service or apprenticeship with the Insured
 - b) any person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the Insured
 - c) any labour masters and persons supplied by them
 - d) any person engaged by labour only sub-contractors
 - e) any self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with the Insured
 - f) any persons supplied to the Insured under a contract or agreement the terms of which deem such person to be in the employment of the Insured for the duration of such contract or agreement
 - g) work experience students and trainees

whilst working under the direction and control of the Insured in the course of the Business as stated in the Schedule
- 7 **Excess** shall mean the amount(s) as stated in the Schedule as the Excess and the Company shall not be liable for the Excess or any lesser amount of each and every Occurrence including all Defence Costs associated with any investigation of the Claim and it is a condition precedent to the Company's liability under this Policy that the Insured must immediately pay forthwith to the Company such amount when so requested

- 8 The **Insured** shall mean any person or company named in the Schedule and at the request of the Insured shall include
- a) in the event of the death of the Insured the Insured's legal or personal representatives in respect of liability incurred by the Insured
 - b) any principal of the Insured in respect of the liability of such principal arising out of the performance by the Insured of any contract or agreement entered into by the Insured for the performance of work for such principal but only to the extent required by the specific terms of such contract or agreement and not in respect of any liability arising from such principals own neglect or default
 - c) any officers or members of the Insured's catering sports social welfare organisations fire first-aid medical or ambulance services other than any qualified medical practitioner
 - d) any director partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the Claim had been made against the Insured
 - e) any director or business partner of the Insured in respect of liability for private work undertaken by Employees with the consent of the Insured
 - f) the owner of plant hired in by or on behalf of the Insured but this Policy shall not provide indemnity to the owner of such plant or to the Insured or to any other party in respect of any Claim arising out of or in connection with Property Damage to such plant hired in by or on behalf of the Insured

Provided always that: -

- i) the Claim in respect of which indemnity is sought is such that if it were made against the Insured the Insured would be entitled to indemnity under this Policy
 - ii) such persons shall fully observe fulfil and be subject to the terms conditions and limitations of this Policy
 - iii) such persons do not have the benefit of insurance cover elsewhere in respect of the Claim for which indemnity is sought
 - iv) the Company shall have the exclusive conduct and control of all Claims for which such persons seek indemnity hereunder or from the Insured
 - v) the Indemnity provided by this Extension shall in no way increase the Limit of Indemnity as stated in the Schedule
- 9 **Limit of Indemnity** shall mean the maximum liability of the Company under this Policy for all sums which the Insured shall become legally liable to pay as damages in respect of Bodily Injury or Property Damage or Other Contingencies arising out of an Occurrence
- The Company will also pay Defence Costs in addition to the Limit of Indemnity
- 10 **Occurrence** shall mean an accident or event within the Policy Territory including continuous or repeated injurious exposure to substantially the same general conditions or a series of accidents or events arising from or out of the same originating cause or event which results during the Period of Insurance in Bodily Injury or Property Damage or Other Contingencies neither expected nor intended from the standpoint of the Insured
- For the avoidance of doubt and notwithstanding the above it is hereby declared and agreed that all Bodily Injury or Property Damage or Other Contingencies occurring during any Period of Insurance which results or is alleged to have resulted from the same condition or defect in the design formulation manufacture use operation maintenance or repair of the Products shall be deemed to have resulted from the same Occurrence and having occurred during the Period of Insurance in which the first such loss occurred irrespective of the number of claimants or the period over which such Bodily Injury or Property Damage or Other Contingencies occurs
- 11 **Other Contingencies** shall mean unintended interference with or unintended loss of or enjoyment of tangible or material property as a result of unintended obstruction unintended trespass or unintended nuisance

12 Policy Territory shall mean anywhere within the member states of the European Union Great Britain Northern Ireland the Isle of Man and the Channel Islands

13 Product (or Products where applicable) shall mean goods including containers packaging labels and instructions accompanying the Product manufactured sold supplied distributed altered commissioned constructed repaired serviced designed tested installed erected treated or processed by or on behalf of the Insured and which are not in the possession of the Insured at the time of an Occurrence

For the avoidance of doubt the liability of the Company for all damages or compensation and claimant's costs and expenses payable in respect of an Occurrence arising directly or indirectly from any Product which is deemed to have occurred during the Period of Insurance shall not exceed in one Period of Insurance the sum stated for Products Liability in The Schedule as the Limit of Indemnity

14 Property Damage shall mean physical damage to loss of or destruction of tangible or material property

Unless otherwise stated the following Extensions are subject always to the terms conditions and limitations of the Policy

1 COMPENSATION FOR COURT ATTENDANCE

In the event of any of the under mentioned persons attending court as a witness at the request of the Company in connection with a Claim in respect of which the Insured is entitled to indemnity under this Policy the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a) any director or partner of the Insured €500
- b) any employee of the Insured €250

2 CONTINGENT MOTOR LIABILITY

Exclusion 1 c) and 1 d) shall not apply in respect of any legal liability of the Insured arising from the use of any motor vehicle which is not the property of the Insured or provided by the Insured in connection with the Business as stated in the Schedule but this Policy shall not provide indemnity for any Claim arising out of or in connection with

- a) Property Damage to any such vehicle or its contents
- b) Bodily Injury or Property Damage or Other Contingencies arising while such vehicle is being
 - i) driven by the Insured
 - ii) driven with the general consent of the Insured or of their representative by any person who to the knowledge of the Insured or of such representative does not hold a licence to drive such vehicle unless such a person has held and is not disqualified from holding or obtaining such a licence
 - iii) used elsewhere than in Ireland (Republic of Ireland) Great Britain Northern Ireland the Isle of Man and the Channel Islands
- c) liability which is insured or would but for the Indemnity provided by this Extension be insured under any other policy

3 CRIMINAL PROSECUTION COSTS

The Company will also pay other legal costs incurred by the Insured with their prior written consent within the Courts of Law of Ireland (Republic of Ireland) Great Britain Northern Ireland the Isle of Man and the Channel Islands

- a) for representation at a coroner's inquest or fatal accident inquiry
- b) for defending the Insured against criminal proceedings arising from Bodily Injury or Property Damage or Other Contingencies which forms the subject of insurance under this Policy and in connection with the Business as stated in the Schedule

Provided always that

- i) the Company shall not be liable for the Excess stated in the Schedule
- ii) the Company shall not be liable in circumstances in which the criminal proceedings brought against the Insured arise from a deliberate decision or wilful act of the Insured
- iii) the Company shall not be liable for any fines penalties aggravated punitive or exemplary damages or prosecution costs awarded against the Insured
- iv) the Insured is indemnified under this Policy in respect of a Claim for Bodily Injury or Property Damage or Other Contingencies arising from the same circumstances giving rise to such coroner's inquest or fatal inquiry or criminal proceedings brought against the Insured
- v) the Indemnity provided by this Extension shall not in any circumstances exceed €100,000 in the Period of Insurance

4 CROSS LIABILITIES

Where there is more than one Insured this Policy shall apply to each Insured as though a separate policy had been issued to each

Provided always that

- a) such parties shall observe fulfil and be subject to the terms conditions and limitations of this Policy
- b) the Indemnity provided by this Extension shall in no way exceed the Limit of Indemnity as stated in the Schedule

5 OVERSEAS PERSONAL LIABILITY

The Company will indemnify the Insured and if the Insured so requests any director partner or Employee of the Insured or their dependants travelling with them against legal liability incurred in a personal capacity while temporarily outside Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The Company shall not be liable

- a) for Occurrences arising out of the ownership or occupation of land or buildings
- b) where indemnity is provided by other insurance

6 PROPERTY DAMAGE TO LEASED OR RENTED PREMISES

Exclusion 4 shall not apply in respect of Property Damage to premises and / or fixtures and fittings thereof leased or rented to the Insured

Provided that this Extension shall not apply in respect of

- a) liability which attaches solely by virtue of a contract and / or agreement
- b) Property Damage to any such premises which is insured under any property or fire insurance policy arranged by the Insured or under which the Insured is entitled to indemnity in respect of such Property Damage

1 Alteration

This Policy shall immediately cease to operate or be of effect should there be any alteration in the Business as stated in the Schedule or in any other circumstances whereby the risk of Bodily Injury or Property Damage or Other Contingencies is increased unless full particulars of any such alteration or increase in risk have been provided to the Company and agreed to in writing by the Company

2 Amendment

The terms of this Policy shall not be waived altered or changed in any way except by written memoranda issued by the Company

3 Apportionment of Defence Costs

If a payment exceeding the Limit of Indemnity has to be made in respect of a Claim the liability of the Company to pay Defence Costs in connection therewith shall be limited to such proportion of the said Defence Costs as the Limit of Indemnity bears to the amount paid in respect of said Claim

4 Arbitration

- a) Any dispute between the Company and the Insured in connection with the Company's liability in respect of any Claim made against the Insured or the amount of any Claim to be paid under this Policy or any disclaimer by the Company of any liability under this Policy shall in default of agreement be referred within twelve months of the dispute arising or the disclaimer of liability to an arbitrator appointed jointly by the Company and the Insured in agreement or failing such agreement to be appointed by the President for the time being of the Incorporated Law Society of Ireland
The decision of such arbitrator shall be final and binding on both parties
- b) If the aforesaid dispute has not been referred to arbitration within the aforesaid twelve month period then it and liability arising under this Policy shall be deemed to have been abandoned and not recoverable thereafter

5 Cancellation

- a) This Policy may be cancelled by the Company at its absolute discretion at any time by sending to the Insured at the Insured's last known address by registered post written notice stating the date not less than 10 days thereafter at which the cancellation is effective
- b) The posting of notice as aforesaid shall be sufficient proof of notice
- c) In such event the Company shall make a pro-rata return of Premium to the Insured in respect of the un-expired Period of Insurance

6 Cessation of Business

This Policy shall immediately cease to operate or be of effect

- a) should the Insured's interest in the Business as stated in the Schedule cease except by will or operation of law and in respect of which full particulars thereof have been provided to the Company and agreed to in writing by the Company
- b) should the Insured's Business as stated in the Schedule cease to trade be wound up or should a liquidator or receiver or examiner be appointed to that Business

7 Compliance with Conditions

It is a condition precedent to the Company's liability under this Policy that the Insured observe and fulfil absolutely the terms and conditions of this Policy and of any endorsements attached hereto so far as they relate to anything to be done or complied with by the Insured

8 Declarations Representations

This Policy is subject to the truthfulness of all declarations submissions and representations made by the Insured and its agents to the Company and such declarations submissions and representations shall form the basis of the Policy

Upon receipt of this Policy the Insured shall be deemed to have agreed and acknowledged that it has been issued upon the truth of its declarations and representations made by it or by any of its agents to the Company

9 Defects

The Insured must as soon as possible after appreciation or discovery of any Occurrence defect danger or risk likely to give rise to a Claim under this Policy take immediate steps entirely at its own expense to remedy or eliminate such Occurrence defect danger or risk and to take such additional steps and precautions as the circumstances require to minimise the potential size or impact of such Occurrence defect danger or risk

The Company will have no liability under this Policy for the consequences of a failure by the Insured to take such steps and precautions

10 Discharge of Liability

In connection with any Claim against the Insured the Company may at any time pay to the Insured the Limit of Indemnity or any lesser amount for which such Claim can be settled and thereupon the Company shall relinquish the control of such Claim and be under no further liability to the Insured under this Policy in connection therewith except for Defence Costs which the Company may have already consented to bear prior to the date of such payment to the Insured

11 Disputes

This Policy shall be governed by and construed in accordance with Irish Law (Republic of Ireland) and Irish Courts alone shall have sole and exclusive jurisdiction in any dispute arising hereunder

12 Fraud

If any Claim made by the Insured for indemnity or any benefit under this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on its behalf all benefit under this Policy shall be forfeit and this Policy shall be declared null and void from inception

13 Interpretation

- a) Any phrase or word in this Policy and the Schedule shall be interpreted in accordance with the Law of Ireland (Republic of Ireland)
- b) This Policy and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or Schedule shall bear such specific meaning wherever it appears

14 Jurisdiction

It is hereby agreed between the Company and the Insured that the Indemnity provided by this Policy shall apply only to legal proceedings and judgements against the Insured in the Courts of Law of the European Union Great Britain Northern Ireland the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to judgements nor orders obtained in said Courts for the enforcement of foreign judgements orders or awards whether by way of reciprocal agreements or otherwise

The Premium for this Insurance has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other Courts

15 Local Indemnity

Where any Claim arises from an Occurrence outside Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man

- a) the Insured will be required to handle the defence and investigation of any Claim where the Company is by law or circumstance prevented from indemnifying the Insured in such territory
- b) the Company will indemnify the Insured in Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man in respect of any Claim where the Company is by law or circumstance prevented from indemnifying the Insured in such territory

16 Misrepresentation Non-Disclosure

This Policy shall be declared null and void from inception and all benefit hereunder shall be forfeit in the event of any non-disclosure or any misrepresentation by the Insured or any agent of the Insured of any material fact to the Company

17 Other Insurance

The insurance afforded by this Policy is excess over and reduced by any other valid and collectable insurance available to the Insured

Valid and collectable insurance includes any self insurance plan which would be applicable to the loss

18 Precautions

The Insured must take all reasonable precautions

- a) to prevent Bodily Injury or Property Damage or Other Contingencies
- b) in the selection of Employees
- c) to ensure that Contract Works executed and Products are free from defect and fit for the purpose intended before possession thereof is relinquished to others

19 Premium Adjustment

It is a condition precedent to the Company's liability under this Policy that if any of the Premium for this Insurance has been calculated on estimates provided by the Insured the Insured must keep accurate records containing all particulars relative thereto and must at all times allow the Company's or their representatives to inspect such records

It is a condition precedent to the Company's liability under this Policy that the Insured must within 60 days from the expiry of the Period of Insurance submit to the Company an auditor's / accountant's certificate in the format required by the Company providing a declaration of turnover which must include all turnover earned during the Period of Insurance which is subject to adjustment and the premium for the Period of Insurance shall thereby be adjusted and the difference paid by or allowed to the Insured as the case may be subject to the Company retaining the minimum premium as stated in the Schedule required for the Period of Insurance

20 Subrogation Rights

It is a condition precedent to Company's liability under this Policy that the Insured fully maintain its rights of recourse against all suppliers of materials and all other parties with whom it deals with or contracts and that such rights are not waived or limited either verbally or in writing

- 1 It is a condition precedent to the Company's liability under this Policy that the Insured must give written notice to the Company immediately of any incident or Occurrence that could in any way possibly give rise to a Claim under this Policy
- 2 It is a condition precedent to the Company's liability under this Policy that the Insured must advise the Company of and furnish forthwith and without delay every notice letter of Claim writ summons or process and all documents relating thereto immediately they are received by the Insured
- 3 It is a condition precedent to the Company's liability under this Policy that the Insured must immediately give all such information and assistance as the Company may require to enable it to fully defend and respond to any possible Claim or Occurrence arising under this Policy
- 4 It is a condition precedent to the Company's liability under this Policy that no admission offer promise or payment shall be made or given by or on behalf of the Insured without the prior written consent of the Company
- 5 The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full and absolute discretion in the conduct of any proceedings and in the settlement of any Claim
- 6 It is a condition precedent to the Company's liability under this Policy that the Insured must fully co-operate with the Company or its appointed agents to enable the Company to comply with all obligations placed upon the Insured pursuant to the provisions of the Personal Injuries Assessment Board Act 2003 and the Civil Liability and Courts Act 2004 including but not limited to the immediate furnishing of all notices and communications received from InjuriesBoard.ie in regard to the bringing of a Claim by any party to InjuriesBoard.ie the making of an assessment by InjuriesBoard.ie and the Insured's acceptance or rejection of such an assessment

All such notices and correspondence emanating from InjuriesBoard.ie must be furnished forthwith and without delay to the Company immediately they are received
- 7 If at any time in the presentation of information and Claim details the Insured or any servant or agent of the Insured misrepresents any aspect or detail of the said Claim or misleads the Company in any way this Policy shall be declared null and void from inception and all benefit under this Policy shall be forfeit
- 8 The Company shall not be liable for any costs fees and expenses incurred by or on behalf of the Insured without the Company's prior written consent
- 9 The Company shall not be liable for the Excess as stated in the Schedule or any lesser amount of each and every Occurrence including all Defence Costs and expenses associated with the investigation and handling and defence of a Claim and it is a condition precedent to the Company's liability under this Policy that the Insured must immediately and forthwith pay to the Company such amount when so requested by the Company
- 10 It is a condition precedent to the Company's liability under this Policy that the Insured has advised the Company of all incidents that could give rise to a Claim on this Policy or any other policy arranged prior to the inception of this insurance by or on behalf of the Insured

The Company will not indemnify the Insured against any sums that the Insured shall become legally liable to pay for damages or compensation and claimant's costs and expenses directly or indirectly arising out of or relating to

1 Airborne Water-Borne Craft or Vehicles

any legal liability arising directly or indirectly out of the ownership possession maintenance or use by or on behalf of the Insured of any

- a) aircraft or other aerial device
- b) hovercraft
- c) vehicle for which compulsory insurance or security is required in accordance with any motor or road traffic legislative regime in force in the Policy Territory
- d) trailer for which compulsory insurance or security is required in accordance with any motor or road traffic legislative regime in force in the Policy Territory

other than

- i) any water-borne craft not exceeding six metres in length
- ii) the act of loading or unloading or the bringing to or taking away of a load from any airborne craft or water-borne craft or rail-borne vehicle
- iii) the act of loading or unloading or the bringing to or taking away of a load from any vehicle or trailer as stated in c) and d) above

2 Aircraft Products

any legal liability arising directly or indirectly from any Products which to the knowledge of the Insured are for use in or incorporation into any aircraft or other aerial device

3 Asbestos Toxic Substances

any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) asbestos asbestos fibres asbestos dust or any materials containing asbestos
- b) mould fungi or bacteria
- c) tobacco or any tobacco Products (or ingredients thereof)
- d) Transmissible Spongiform Encephalopathy (TSE) Creutzfeldt-Jakob Disease (CJD) variant Creutzfeldt-Jakob Disease (vCJD) new variant Creutzfeldt-Jakob Disease (nvCJD) or Bovine Spongiform Encephalopathy (BSE)

provided that paragraphs a) b) or c) of this Exclusion shall not apply to Bodily Injury Property Damage or Other Contingencies where such Bodily Injury Property Damage or Other Contingencies are not related to the chemical or biological properties of such goods materials or Products

4 Care Custody Control

Property Damage to property owned by or leased or rented to or in the care custody or control of the Insured or any Employee or agent of the Insured other than

- a) Employees' directors' partners' and/or visitors' property
- b) premises not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business

5 Contract Works

damage to property which comprises Contract Works in respect of any contract entered into by the Insured and occurring before the date of practical completion or in respect of which a certificate of completion has been issued or after such date if liability attaches solely by reason of the contract

6 Contractual Liability

any legal liability assumed by the Insured under contract or agreement by which the Insured has assumed legal liability which would not have otherwise attached in the absence of such contract or agreement unless prior to the entering by the Insured of such contract or agreement full details have been notified to the Company and the Company has agreed in writing to provide an indemnity

7 Cyber

- a) the modification corruption loss destruction theft misuse illegitimate access unlawful or unauthorised processing or disclosure of Data or the loss destruction or theft of any computer electronic device hardware or component thereof which contains Data
- b)
 - i) unauthorised access or access by Malware to
 - ii) the presence of Malware on
 - iii) the spread of Malware by
 - iv) the unauthorised use of
 - v) the malicious use of or
 - vi) malicious interference with or any distributed denial of service attack against

any Computer System

- a) owned operated controlled leased or used or
- b) sold supplied altered constructed repaired serviced designed tested installed or processed by or on behalf of the Insured

For the purpose of this Exclusion

Computer System means any computer hardware software firmware electronic device electronic data storage device electronic data backup facility networking device or any components thereof or any associated input and output devices including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices

Data means any corporate or personal information in any format including records reports designs plans formulas processes trade secrets patents financial information medical or healthcare information contact information account numbers account histories passwords or credit or debit card details whether or not in electronic form and whether or not belonging to the Insured

Malware means programmes files or instructions of a malicious nature which may disrupt harm impede access to or in any way corrupt the operation of or Data within any software or Computer System including malicious code ransomware crypto-ware viruses Trojan-horse worms or logic or time-bombs

8 Defective Workmanship

any damages costs or expenses claimed or incurred for the repair replacement of or the making good of

- a) defective or incorrect workmanship
- b) defective or incorrect materials
- c) defective or incorrect goods
- d) defective or incorrect other property

manufactured sold constructed tested processed distributed executed supplied installed erected altered serviced repaired commissioned or treated by or on behalf of the Insured and all ensuing financial consequences and costs arising from such manufacture sale construction testing processing distribution execution supply installation erection alteration service repair commissioning or treatment

- 9 Deliberate Acts**
a deliberate act or criminal act or omission of the Insured or any servant or agent of the Insured including any assault or battery by the Insured or by any servant or agent of the Insured
- 10 Design Specification**
any damages costs or expenses claimed or incurred for the repair replacement of or the making good of defective or incorrect materials goods or other property designed or specified incorrectly by or on behalf of the Insured and all ensuing financial consequences and costs arising from such incorrect design or specification
- 11 Directors and Officers**
any legal liability arising directly or indirectly out of or alleged to have arisen from any wrongful act of directors or officers of the Insured in the discharge or performance of their duties as such other than claims for damages or compensation and claimants costs and expenses consequent upon Bodily Injury or Property Damage or Other Contingencies

For the purpose of this Exclusion wrongful act shall mean any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the directors or officers in the discharge of their duties individually or collectively or any matter claimed against them solely by reason of their being directors or officers of the Insured
- 12 Employment Practice**
any legal liability arising directly or indirectly out of or alleged to have arisen from any harassment misconduct discrimination breach of confidence or Employment Practices

The term "Employment Practice" as used in this Exclusion shall include any constructive wrongful or unfair dismissal denial of natural justice misleading representation or advertising sexual harassment or discrimination related to the employment or actions of any person employed by the Insured
- 13 Employee**
Bodily Injury sustained by any Employee
- 14 False Arrest**
any assault battery false arrest imprisonment or false eviction of any person and any alleged defamation arising therefrom
- 15 Financial Loss**
any legal liability to pay damages and associated costs for pure financial or economic loss arising in the absence of Bodily Injury Property Damage or Other Contingencies such Bodily Injury Property Damage or Other Contingencies being the subject of indemnity under this Policy
- 16 Fines Penalties etc**
fines penalties aggravated liquidated punitive or exemplary damages or damages of a similar nature and associated costs and prosecution costs ordered or awarded against the Insured
- 17 Inevitable Bodily Injury or Property Damage or Other Contingencies**
the inevitable or unavoidable consequence of a deliberate act or omission of the Insured
- 18 Patent Copyright**
any legal liability arising directly or indirectly out of passing off or infringement of patent copyright trade mark trade name or any other intellectual property

19 Pollution Contamination

any legal liability arising directly or indirectly out of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

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

The liability of the Company for all damages and compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in one Period of Insurance the sum stated for Pollution or Contamination in the Schedule as the Limit of Indemnity

Provided always that

- a) such Pollution or Contamination was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution or Contamination
- b) The Company shall not be liable for Property Damage arising out of or in connection with Pollution or Contamination occurring at any premises owned leased or rented at any time by the Insured or otherwise in the Insured's care custody or control
- c) The Company shall not be liable for Property Damage arising out of or in connection with Pollution or Contamination of any land or water within or below the boundaries of any land or premises owned leased or rented at any time by the Insured or otherwise in the Insured's care custody or control

For the purpose of this Policy "Pollution or Contamination" shall be deemed to mean

- i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- ii) all Property Damage or Bodily Injury or Other Contingencies directly or indirectly caused by such pollution or contamination

20 Product

damage to or any costs or expenses claimed or incurred for repair reconditioning removal replacement recall re-commissioning reinstatement alteration inspection testing treatment servicing loss of or loss of use of any Product or part thereof and all ensuing financial consequences arising from such repair reconditioning removal replacement recall re-commissioning reinstatement alteration inspection testing treatment servicing loss of or loss of use of any Product or part thereof

21 Professional Advice

any error or inadequacy in instruction advice information design specification or professional service whether rendered for a fee or not

22 Radioactive Contamination Explosive Nuclear Assemblies

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) the furnishing by the Insured of service materials parts or equipment in connection with planning construction maintenance or use of any nuclear facility including any nuclear reactor or device designed or used for
 - i) separating the isotopes of uranium plutonium
 - ii) processing or utilising spent fuel or
 - iii) handling processing or packaging nuclear waste

23 War Risks Terrorism

Bodily Injury or Property Damage or Other Contingencies directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies hostilities whether war be declared or not civil war rebellion revolution insurrection acts of terrorism military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority

24 Workmans Compensation

any legal liability for any sum in respect of which the Insured may be held liable under workmans compensation unemployment compensation disability benefits law or any similar law

IMPORTANT NOTICE

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions. The Company should be contacted immediately if any correction is necessary.

Any enquiry or complaint you may have regarding your Policy may be addressed either to your insurance broker, who arranged the Policy for you, or to our Company directly.

If you are not satisfied with the way in which a complaint has been dealt with please write to the Managing Director of the Company at:

HDI Global SE - Ireland
Hampton House
27 Mount Street Lower
Dublin 2
D02 FC43

If you remain dissatisfied you can approach the Financial Services and Pensions Ombudsman. The contact details are as follows:

The Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin D02 VH29.
Tel.: +353 1 567 7000
E-mail: info@fspo.ie

Your right as a policyholder to take legal action remains unaffected by the existence or use of any complaints procedure referred to above.

Data relating to You (including Personal Data, where applicable) and Personal Data relating to Your employees will be held and processed in compliance with Our statutory obligations under Data Protection Legislation. You should show this notice to any other party related to this insurance.

You should also note the following important information:

- a) We are the Controller of all Personal Data We processes pursuant to this Policy.
- b) We may use the Personal Data that You supply for the purposes of insurance administration.
- c) The Personal Data may be disclosed to regulatory bodies such as the Central Bank of Ireland for the purposes of administering and regulating Your insurance.
- d) The Personal Data may also be used for offering renewal, conducting research, statistical purposes and crime prevention.
- e) We may share this Personal Data with other insurance organisations (such as loss adjusters and investigators) to assist in handling claims.
- f) The Personal Data may be transferred to countries outside of the EU. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of the Data Protection Legislation.
- g) We will store the Personal Data but will not keep them for any longer than necessary and in accordance with our retention policy.
- h) Under the terms of the Data Protection Legislation Data Subjects have certain rights in relation to Personal Data, including a right of access.

Definition - Data Protection Legislation

All applicable data protection and privacy legislation, regulations and guidance including Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR") and Directive 95/46/EC (the ePrivacy Directive) and any implementing or supplementary legislation in force in the Republic of Ireland.

Process and Processing, Data Subject, Controller, Processor and Personal Data shall each have the meaning as set out under the Data Protection Legislation

For more information about how We use Personal Data and the Data Subject rights please see Our privacy policy on Our website or contact us using the details provided with this Policy.

Occasions may arise where we or one of our associated Companies or product providers will have a potential for conflict of interest with business being transacted for you. If this happens and we become aware that a potential conflict exists we will take steps to ensure fair treatment.

HDI Global SE is a company with limited liability and incorporated in Germany trades in Ireland under the name of HDI Global SE - Ireland

HDI Global SE - Ireland is authorised by BaFin in Germany and regulated by the Central Bank of Ireland for the conduct of business in Ireland.

Registered in Ireland No. 906384