

LIABILITY POLICY WORDING

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INTRODUCTION

Please read this policy together with the **Schedule** and notify your Insurance Intermediary as soon as reasonably practicable of any errors or omissions. The **Schedule** attached to this Policy document provides details of the **Section(s)** that are covered and the cover that has been agreed. If the **Insured** has any doubts as to the cover that has been arranged on their behalf, please speak in the first instance to the Insurance Intermediary who arranged the Policy. Wherever a particular meaning has been given to a word or expression in the Definitions, the same meaning will attach to the word or expression whenever it appears starting with an uppercase letter and printed in bold except where otherwise stated.

The **Insurer** has relied on the information provided by the **Insured's** Insurance Intermediary on the **Insured's** behalf when deciding whether to accept this Policy and in setting the premium and terms.

The **Insured** must answer all of the questions in the **Insured's** application honestly and with reasonable care. Where the **Insurer** asks the **Insured** to answer a specific question, the subject matter of the question is material to the risk the **Insurer** is undertaking or the calculation of the premium or both.

The **Insurer** would further draw the **Insured's** attention to consequences of misrepresentation under General Conditions 4 – Misrepresentation for the circumstances in which misrepresentation by the **Insured** prior to inception or renewal of the Policy will vest certain rights in the **Insurer** to void the Policy without return of premium, repudiate liability, treat the Policy as if it had been entered on different terms, or limit the amount paid under the Policy.

The **Insurer** will provide the insurance described in this Policy subject to its terms and conditions for the **Period of Insurance** shown in the **Schedule** and any subsequent period for which the **Insured** shall pay, and the **Insurer** shall agree to accept the premium.

The **Insurer** can provide this policy in large print format, please ask your Insurance Intermediary for this if required.

INSURER INFORMATION

This contract of insurance is underwritten by Lloyd's Insurance Company S.A. Thomond Underwriting Ltd acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Agreement with the Unique Market Reference stated within the **Schedule**.

All enquiries regarding this insurance policy should be directed to:

Thomond Underwriting Ltd
63 Fitzwilliam Square
Dublin 2
D02 N938

APPLICABLE COMPENSATION SCHEMES

The **Insured** may be entitled to compensation from the Insurance Compensation Fund in Ireland if the **Insurer** is unable to pay a claim.

CHOICE OF LAW

All disputes and/or conflicts under this policy shall be subject to Irish Law. The courts of the Republic of Ireland shall have exclusive jurisdiction over any matter relating to this insurance.

THE INSURED'S RIGHT TO CANCEL

If this policy does not meet the **Insured's** requirements, please return all documents and certificates to

the Insurance Intermediary who arranged the policy within fourteen business days of receipt. Provided the **Insured** has not made a claim we will return the premium in accordance with the General Condition 5 – Cooling Off Period and Cancellation.

MAKING A COMPLAINT

If you feel aggrieved or dissatisfied, it is important that the **Insurer** is made aware, this will help the **Insurer** to continually improve their service.

The **Insurer** would ask the **Insured** in the first instance to contact the Insurance Intermediary from whom they purchased their Policy.

If the **Insured** remains unhappy and feels the matter has not been resolved to their satisfaction, or should the **Insured** wish to complain about any other matter (including policy cover or claims) they may refer a complaint to Thomond Underwriting Ltd at any time in one of the following formats:

- By telephone: +353 (0)1 662 9282
- By email: complaints@thomond.ie
- In writing to: Managing Director
Thomond Underwriting Limited
63 Fitzwilliam Square
Dublin 2
D02 N938

The complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. The **Insured** will also be informed of the name of one or more individuals that will be their point of contact regarding the complaint until the complaint is resolved or cannot be progressed any further.

The **Insured** will be provided with an update on the progress of the investigation of the complaint, in writing, within 20 (twenty) business days of the complaint being made. A decision on the complaint should be provided to the **Insured**, in writing, within 40 (forty) business days of the complaint being made.

Once the 40 (forty) business days have passed and the complaint has not been resolved, the **Insured** will be advised of the expected timescale in which the complaint should be resolved.

In the event that **The Insured** remains dissatisfied with **The Insurer's** complaints response then **The Insured** may refer the matter to the Complaints team at Lloyd's Insurance Company S.A.:

The address of the Complaints team at Lloyd's is:

Head of Complaints management Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels Belgium
Tel No: +32 (0)2 227 39 40
Email: LloydsEurope.Complaints@lloyds.com

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

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Ireland

Tel: +353 1 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie

If the **Insured** has purchased their contract online the **Insured** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr. The complaints handling arrangements above are without prejudice to the **Insured's** right to commence a legal action or an alternative dispute resolution proceeding in accordance with the **Insured's** contractual rights.

A 'business day' is any day not a Saturday, Sunday or public holiday or bank holiday.

MAKING A CLAIM

If the **Insured** needs to make a claim, or the **Insured** needs to inform us of an incident or circumstance that may constitute a claim, in the first instance please contact your Insurance Intermediary who arranged the policy. The Insurance Intermediary will be able to supply the **Insured** with the relevant claim form and will inform the **Insurer**, and the **Insurer** will deal with the **Insured's** claim in a fair and impartial way and as quickly as possible.

1) Claims Notification

In the event of an occurrence which may give rise to a claim under this Policy:

The **Insured** will:

- (a) give written notice to Thomond Underwriting Ltd via your Insurance Intermediary as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such circumstance. All claims should be notified to the **Insurer**.
- (b) notify An Garda Siochana/Police as soon as reasonably practicable if it becomes evident that any **Damage** has been caused by theft or attempted theft or by malicious persons.
- (c) provide all additional information the **Insurer** may require within the time stipulated by the **Insurer**.
- (d) forward as soon as reasonably practicable on receipt every claim form, summons or any notification or documents received to the **Insurer**.
- (e) give notice as soon as reasonably practicable in writing to the **Insurer** of any impending prosecution, inquest or fatal accident inquiry.
- (f) at all times and in addition to the obligations set out above forward such information to and cooperate with the **Insurer** or its appointed agents to allow the **Insurer** to be able to comply with such relevant practice directions and pre-action protocols as may be in force.
- (g) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury**.

2) Claims (Contribution)

If at the time of any occurrence there is or but for the existence of this insurance, there would be any other insurance covering the same liability, the **Insurer** shall not be liable under this insurance except in respect of any excess beyond the amount which would be payable under such other insurance had this Insurance not been effected.

3) Conduct and Control

No admission, offer, promise or payment shall be made or given by the **Insured** or on the **Insured's** behalf without the **Insurer's** written consent.

The **Insurer** shall be entitled if the **Insurer** so desires to take over and conduct in the **Insured's** name the defence or settlement of any claim or to prosecute in **the Insured's** name for the **Insurer's** benefit any claim for damages or otherwise.

The **Insurer** shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against the **Insured** and the **Insured** shall give all such information and

assistance as the **Insurer** may require.

4) **Discharge of Liability**

The **Insurer** may at any time at its sole discretion pay to the **Insured** the Limit of Liability for the **Section** under which a claim is being made (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against the **Insured** can be settled and the **Insurer** shall not be under any further liability in respect of such claim or claims.

DISPUTES & ARBITRATION

In the event of dispute arising between the **Insured** and the **Insurer** on a claim and the dispute cannot be resolved, then the dispute shall be referred to arbitration in accordance with the Arbitration Act 2010. A single arbitrator can be appointed jointly by the parties, or in default of agreement, to be appointed by the President of the Incorporated Law Society of Ireland.

The decision of such arbitrator shall be final and binding on both parties.

INSURER PRIVACY NOTICE

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

What personal information we process about you

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

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

Why we collect your personal information and the lawful basis for processing

We collect and use your personal data to provide you with the insurance cover. The legal basis is the contract performance with you as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis.

For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child.

Finally, we can also process your personal data for fraud prevention and detection with legitimate interest as the legal basis.

Who we are sharing your personal data with

The way insurance works means that your information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is

provided, and to the extent that it is needed or allowed by law.

From time to time we may need to share your personal information with third parties outside EEA and we will always take steps to ensure that any international transfer of information is carefully managed to protect your rights and interests:

- We will only transfer your personal information to countries which are recognised as providing an adequate level of legal protection or where we can be satisfied those alternative arrangements are in place to protect your privacy rights.
- Transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances.
- Any requests for information we receive from law enforcement or regulators will be carefully checked before personal information is disclosed.

How long we keep your data

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

We will securely delete or erase your personal information if there is no valid business reason for retaining your data. In exceptional circumstances, we may retain your personal information for longer periods of time if we believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

Other people's details you provide to us

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this data protection notice is provided to them.

Complaints, contacting us and the regulator, and your rights

If you wish to know how we use your information or see a copy of our full Privacy policy, please contact us LloydsEurope.DataProtection@lloyds.com or go to the Privacy policy at website <https://www.lloydseurope.com> where we have full details.

You have the following rights in relation to the information we hold about you:

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If you wish to exercise your rights, you need to contact the insurance agent or insurance broker that arranged your insurance at:

Managing Director
Thomond Underwriting Limited
63 Fitzwilliam Square
Dublin 2
D02 N938
+353 (0)1 662 9282

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

Consent

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance broker that arranged the contract will ask you to obtain your consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance policy, there is a local statutory right to do so. The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child. Member States may provide by law for a lower age for those purposes provided that such lower age is not below 13 years.

You are free to give us your consent, however, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

Contact details of the Data Protection Officer

If you have any questions relating to data protection that you believe we will be able to answer, please contact our Data Protection Officer:

Data Protection Officer
Lloyds Insurance Company S.A.
Bastion Tower
Place du Champ de Mars 5
1050 Bruxelles
Belgium
Email: LloydsEurope.DataProtection@lloyds.com

GENERAL DEFINITIONS ON THE POLICY

These Definitions apply to the entire Policy (including the **Schedule**) wherever these words or phrases appear starting with an upper case letter and printed in bold except where otherwise stated.

1) Asbestos means:

asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos.

2) Bodily Injury means:

physical or mental injury including death, illness, disease, mental anguish or shock but not defamation.

3) Bona Fide Sub-Contractors means:

For the purpose of this condition 'bona fide subcontractor' shall mean any company or firm or individual who enters into a contract with **The Insured** for the provision of services or the supply of goods or materials in conjunction with labour but this shall not include any firm or individual who enters into a contract of service with **The Insured** for supply of labour only.

4) Business means:

the **Insured's** business as only stated in the Business Description in the **Schedule**.

5) Communicable Disease means:

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

6) Computer System means:

any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the **Insured** or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

7) Computer Network means:

means a group of **Computer Systems** and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange **Data**.

8) Contract Works means:

all works executed or in the course of execution by the **Insured** or on the **Insured's** behalf in the performance of any contract entered in to by the **Insured** and materials for incorporation therein and all plant, tools, equipment, temporary works or temporary buildings for use in connection therewith.

9) Contractual Liability means:

liability attaching to the **Insured** by virtue of a contract, but which would not have attached in the absence of such contract.

10) Conveyance means:

any water and/or air and/or road and/or rail conveyances of every description.

11) Damage means:

Direct physical loss or destruction or damage.

12) Data means:

information used, accessed, processed, transmitted or stored by a **Computer System**.

13) Defamation means:

A statement which is untrue, and which tends either (a) to lower a person in the estimation of right thinking members of society generally; or (b) to expose a person to hatred ridicule or contempt; or (c) to disparage a person in his or her office, profession, calling, trade or business. In order to give rise to liability in tort, the statement must also be published to someone other than the person to whom it relates.

14) Electronic Data means:

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

15) Employee(s) means:

- (a) any person under a contract of service or apprenticeship with the **Insured**
- (b) any labour master or labour only subcontractor or person supplied or employed by them
- (c) or person supplied or employed by them
- (d) any self-employed person
- (e) any person hired to or borrowed by the **Insured**
- (f) any person engaged under a work experience, youth training or similar scheme
- (g) any voluntary helper
- (h) any outworker or homeworker

under the **Insured's** control and supervision while working for the **Insured** in connection with the **Business**. This definition shall not include any bona fide sub-contractor.

16) Endorsement(s) means:

the document(s) detailing modifications made to the cover provided under this Policy and/or the **Section(s)** thereof.

17) Event means:

any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

18) Insured/Insured's means:

the person or corporate body or organisation detailed in the **Schedule**.

19) Insurer means:

insurers whose identity is stated in the Schedule contained herein.

20) Malicious Programming means:

an illegal or malicious entry into **Electronic Data** or a **System**, which results in, functions that distort, corrupt, manipulate, copy, delete, destroy, or slow down such **Electronic Data** or **System**.

21) Microchip means:

a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers.

22) Offshore Activity means:

any work on or visit to an **Offshore Installation** from the time of embarkation onto a **Conveyance** at the point of final departure to such **Offshore Installation** until the time of disembarkation from a **Conveyance** onto land on return from such **Offshore Installation**

23) Offshore Installation means:

any offshore installation rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk, landing ramp, bridge, walkway, accommodation or other connected structure which has been is or will be engaged in the processes of prospecting for or extraction, separation, storage, treatment or distribution of oil or gas.

24) Period of Insurance means:

the period stated in the **Schedule** or any subsequent period for which the **Insurer** agrees to accept payment of premium.

25) Pollution or Contamination means:

Sudden pollution or contamination of buildings or structures or of water or land or the atmosphere and all loss, **Damage to Property** or **Bodily Injury** directly or indirectly caused by or arising from such sudden pollution or contamination.

26) Principal means:

any person, employer, firm, company, ministry or authority for whom the **Insured** carries out a contract for the performance of work.

27) Product Supplied means:

any product or thing (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported or delivered by the **Insured** in the course of the **Insured's Business** from premises within the **Territorial Limits**.

28) Property means: Physical property.

29) Schedule means: the document stating the operative **Section(s)** the **Insured** has chosen to buy cover for, the **Period of Insurance**, details of the **Insured's Business** and the Limit(s) of Liability.

30) Section(s) means:

the parts of this Policy that detail the cover provided by each individual section of this Policy.

31) System means:

computers, other computing and electronic equipment linked to a computer, hardware, software programs, **Data** processing equipment, **Microchip** and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

32) Territorial Limits means: Republic of Ireland.

33) Terrorism means:

an act, including but not limited to the use of force or violence and/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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

SECTION A - EMPLOYERS' LIABILITY

INSURING CLAUSE

The **Insurer** will cover the **Insured** for its legal liability for **Bodily Injury** sustained by an **Employee** occurring during the **Period of Insurance** within the **Territorial Limits** and arising out of and in the course of employment by the **Insured** in connection with the **Insured's Business**.

LIMIT OF LIABILITY

The **Insurer's** limit of liability for damages and claimant's costs, fees and expenses payable in respect of any **Event** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section** but, if the **Bodily Injury** arises from **Asbestos** or **Terrorism**, then the **Insurer's** limit of liability shall not exceed €6,500,000.

The **Insurer's** Limit of Liability applies irrespective of:

- 1) the number of parties or entities entitled to indemnity.
- 2) the number of claimants.

EXTENSIONS

The terms, General Conditions and General Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies.

- 1) Unsatisfied Court Judgments.

Where a judgment for damages has been obtained by any **Employee** or the legal personal representatives of any **Employee** in respect of **Bodily Injury** sustained by the **Employee** arising out of and in the course of employment with the **Insured** in connection with the **Insured's Business** and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then, at the **Insured's** request, the **Insurer** will pay to the **Employee** or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- (a) the judgment for damages has been obtained against a company, partnership or individual (but not against the **Insured**) operating from or resident in premises within the **Territorial Limits** in any court situated in the **Territorial Limits**.
- (b) there is no appeal outstanding.
- (c) if any such payment is made by the **Insurer**, the **Employee** or their legal personal representatives shall assign the judgment to the **Insurer**.
- (d) this **Section** of the Policy is covered at the time that such **Bodily Injury** is sustained and cover will only apply in respect of those damages that relate to **Bodily Injury** sustained during the **Period of Insurance**.
- (e) The **Insurer's** liability for damages, costs and expenses shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

- 2) Work Overseas.

The cover provided under this **Section** shall extend to cover the **Insured** for its legal liability for **Bodily Injury** sustained by any **Employee** whilst undertaking work on a temporary basis within any country outside of the **Territorial Limits** provided that:

- (a) any such **Employee** is ordinarily resident within the **Territorial Limits**.
- (b) the **Insurer** shall not provide cover in respect of any amount payable under Workers' Compensation, Social Security or Health Insurance legislation.

CONDITIONS

1) Rights of Recovery

The cover provided under this **Section** is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to **Employees** within the **Territorial Limits** or **Offshore Installations** within the continental shelf around those countries may require but the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.

EXCLUSIONS

The **Insurer** shall not provide cover for liability:

- 1) in respect of which compulsory insurance or security is required to be arranged by the **Insured** under road traffic legislation.

SECTION B - PUBLIC AND PRODUCTS LIABILITY

INSURING CLAUSE

The **Insurer** will cover the **Insured** for its legal liability for accidental:

- 1) **Bodily Injury** to any person
- 2) **Damage to Property**
- 3) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement
- 4) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution

occurring during the **period of Insurance** within the **Territorial Limits** and in connection with the **Insured's Business** or arising from any **Product Supplied**.

LIMIT OF LIABILITY

In respect of Public Liability, the **Insurer's** limit of liability for damages and claimant's costs, fees and expenses payable in respect of any **Event** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for Public Liability.

In respect of Products Liability the **Insurer's** limit of liability for damages and claimant's costs, fees and expenses payable in respect of any **Event** is in the aggregate in respect of all **Events** during any one **Period of Insurance** and shall not exceed the amount stated in the **Schedule** as the Limit of Liability for Products Liability.

The **Insurer's** Limit of Liability applies irrespective of:

- 1) the number of parties or entities entitled to indemnity.
- 2) the number of claimants.

EXTENSIONS

The terms, General Conditions and General Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies.

1) **Buildings Temporarily Occupied**

Exclusion (5)(b) to this **Section** shall not apply to liability for **Damage** to Buildings including contents therein which are not owned leased or rented by the **Insured** but are temporarily occupied by the **Insured** for the purpose of maintenance, alteration, extension, installation or repair.

2) **Cross Liabilities**

If the **Insured** comprises more than one party the **Insurer** will provide cover to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this extension shall increase the **Insurer's** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be indemnified.

3) **Defective Premises**

The cover provided by this **Section** shall extend to apply in respect of liability arising in connection with any premises previously owned or occupied by the **Insured** for purposes pertaining to its **Business** and which have since been disposed of by the **Insured** provided that the **Insurer** shall not provide cover for liability:

- (a) for which cover is provided by any other insurance.

(b) for the costs of remedying any defect or alleged defect in such Premises.

4) **Leased or Rented Premises**

Exclusion (5)(b) to this **Section** shall not apply to liability for **Damage** to premises including their fixtures and fittings leased or rented to the **Insured** provided that the **Insurer** shall not provide cover for:

(a) **Contractual Liability**.

(b) the first €500 of each and every occurrence of **Damage** to premises caused other than by fire or explosion.

5) **Motor Contingent Liability**

Notwithstanding Exclusion (2) (c) to this **Section** the **Insurer** will cover the **Insured** (and no other person for the purpose of this extension) for its legal liability for **Bodily Injury** or **Damage** to **Property** caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by the **Insured** being used in the course of the **Insured's Business** provided that the **Insurer** shall not provide cover for liability:

(a) in respect of **Damage** to any such vehicle or trailer or **Property** conveyed therein or thereon.

(b) for which cover is provided by any other insurance.

(c) caused or arising whilst such vehicle or trailer is:

(i) engaged in racing, pace-making, reliability trials or speed testing.

(ii) being driven by the **Insured**.

(iii) being driven with the **Insured's** general consent or the consent of the **Insured's** representative by any person who to the **Insured's** knowledge or the knowledge of such other representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.

(iv) used elsewhere other than within the **Territorial Limits**.

6) **Motor Vehicles**

Exclusion (2) (c) to this **Section** shall not apply to liability caused by or arising from:

(a) the use of plant as a tool of trade at the **Insured's** premises or on any site at which the **Insured** is working.

(b) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle.

(c) **Damage** to any building, bridge, weighbridge, road or to anything beneath caused by vibration or by the weight of any vehicle or its load provided that the **Insurer** shall not provide cover for liability:

(i) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.

(ii) for which cover is provided by any other insurance.

7) **Overseas Personal Liability**

The **Insurer** will cover the **Insured** or at the **Insured's** request:

(a) any director, partner or **Employee** of the **Insured's Business**

(b) any spouse or child of the **Insured** or of any of the persons stated in (a) above who are accompanying the **Insured** or such persons

for legal liability incurred by the **Insured** or such persons in a personal capacity in a country

outside of the **Territorial Limits** whilst on a temporary visit to such country in connection with the **Insured's Business** provided that:

- (i) any person entitled to cover under this extension shall as though they were the **Insured** be subject to the terms, Conditions and Exclusions of this Policy insofar as they can apply.
- (ii) nothing in this extension shall increase the **Insurer's** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be indemnified.
- (iii) The **Insurer** shall not provide cover for:
 - (a) **Contractual Liability.**
 - (b) liability for which cover is provided by any other insurance.
 - (c) liability in respect of Damage to Property belonging to or in the custody of or under the control of any person entitled to cover under this extension.
 - (d) liability in respect of Bodily Injury to any person entitled to cover under this extension.
 - (e) liability caused by or arising from:
 - (i) the ownership or occupation of land or buildings.
 - (ii) the carrying on of any business, profession trade or employment.
 - (iii) the ownership, possession or use of animals other than horses or domestic dogs or cats.

8) **Work Overseas**

The cover provided under this **Section** shall extend to apply in respect of the **Insured's** legal liability caused by or arising from:

- (a) work being undertaken on a temporary basis by the **Insured** or the **Insured's Employee(s)** within any country outside of the **Territorial Limits** which is a member of the European Union
- (b) non-manual work being undertaken on a temporary basis by the **Insured** or the **Insured's Employee(s)** within any country outside of the **Territorial Limits** and not a member of the European Union

provided the **Insured** or the **Insured's Employee(s)** are ordinarily resident within the Territorial Limits.

EXCLUSIONS

The **Insurer** shall not provide cover for liability:

- 1) in respect of **Bodily Injury** to any **Employee** arising out of and in the course of employment by the **Insured** in connection with the **Insured's Business**.
- 2) caused by or arising from the ownership or possession or use by the **Insured** or on the **Insured's** behalf of any:
 - (a) aircraft or aerospace device or hovercraft.
 - (b) watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length.
 - (c) mechanically propelled vehicle:
 - (i) for which compulsory insurance or security is required under any legislation governing the use of the vehicle.
 - (ii) where cover is provided by any other insurance.

- 3) caused by or arising from any **Product Supplied** which to the **Insured's** knowledge is for:
 - (a) use in or on any aircraft or aerospace device.
 - (b) aviation or aerospace purposes.
 - (c) use in the safety or navigation of marine craft of any sort.
- 4) in respect of **Damage** to or the costs or expenses of recalling, repairing, replacing, altering, removing or making any refund in respect of any **Product Supplied** caused by or arising from:
 - (a) any defect in or the harmful nature of or the unsuitability for its intended purpose of such **Product Supplied**.
 - (b) an error or fault in connection with the sale supply or presentation of such **Product Supplied**.
- 5) In respect of **Damage to Property**:
 - (a) belonging to the **Insured**.
 - (b) in the **Insured's** or any **Employee's** custody or control other than personal effects including vehicles and their contents of any visitor, director, partner and/or **Employee** of the **Insured**.
 - (c) being that part of any **Property** on which the **Insured** or any **Employee** or agent of the **Insured** is or has been working where **Damage** arises out of such work.
- 6) in respect of **Pollution or Contamination** occurring:
 - (a) within the United States of America or Canada.
 - (b) elsewhere than within the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance.

Provided that in respect of any liability for which cover is not excluded under exclusion (b) above:

- (i) all **Pollution or Contamination** which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.
 - (ii) the **Insurer's** liability for all damages, costs fees and expenses under this **Section** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the amount stated in the **Schedule** as the Limit of Liability for this **Section**.
- 7) in respect of **Damage** to any services located underground unless prior to commencement of any work which involves digging, boring or excavation the **Insured** has:
 - (a) taken or caused to be taken all reasonable steps to identify the location of any cables, pipes and services under the site of the work. Reasonable steps include, but are not limited to contacting the appropriate authorities if there is any possibility that cables, pipes or services are under the site.
 - (b) retained a written record of the steps taken to locate such cables, pipes and services.
 - (c) conveyed the location of such cables, pipes or services to those who are carrying out such work

Cover shall be restricted to the actual cost of repair or replacement of such cables, pipes or services as assessed by an independent surveyor and shall not extend to cover any additional costs for loss of use, consequential loss or damage or liability or penalties and/or fines, which are imposed on the **Insured** by the relevant authorities as a result of any damage, howsoever caused.
 - 8) caused by or arising from advice, design or specification the **Insured** provided for a fee.
 - 9) (a) in respect of mental injury, mental anguish or shock or fear of suffering death, , illness or disease arising out of the actual, alleged or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.

(b) for the costs of management (including those of any persons under any statutory duty to manage), removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.

(c) arising from the manufacture, mining, production or processing of **Asbestos**.

- 10) arising from any deliberate act or omission of by the **Insured** which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission. This exclusion shall also apply in respect of any deliberate act or omission of any other person entitled to indemnity but, in such case, only to the claim of a person:
 - (i) whose act or omission caused the loss or damage,
 - (ii) who abetted or colluded in the act or omission, or
 - (iii) who consented to the act or omission and knew or ought to have known that the act or omission would cause the loss or damage.
- 11) caused by or arising from any **Product Supplied** which to the **Insured's** knowledge is for use in or supply to the United States of America or Canada.
- 12) for the amount stated in the **Schedule** as being the Excess for this **Section** which shall apply in respect of each and every claim. Such amount shall be contributed by the **Insured** or any party entitled to cover under this Policy before the **Insurer** assumes any responsibility to make a payment for any claim hereunder. This exclusion will not apply to claims in respect of **Damage** to premises including their fixtures and fittings leased, rented or hired to the **Insured**.

EXTENSIONS TO SECTIONS A and B

The terms, Conditions and Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extensions the **Section** Limit of Liability applies.

1) **Additional Activities**

The **Insurer** will provide cover in respect of the **Insured's** legal liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to the **Insured's Business**:

- (a) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or childcare facilities for the benefit of the **Insured's Employees** and fire or security or first aid and ambulance services.
- (b) the ownership, repair, maintenance and decoration of the **Insured's** premises.
- (c) private work carried out by any **Employee** with the **Insured's** consent for any of the **Insured's** directors or partners.
- (d) participation in exhibitions, trade fairs and conferences .
- (e) sponsorship of events or organisations or entities or individuals.
- (f) repair, maintenance or servicing of the **Insured's** own mechanically propelled vehicles.
- (g) provision of gifts and promotional material.

2) **Costs of Court Attendance**

If any of the under mentioned persons attend court as a witness at the **Insurer's** request in connection with a claim in respect of which the **Insured** is entitled to cover under **Sections A** or **B** the **Insurer** will reimburse the **Insured** at the following rates per day for each day on which attendance is required:

- (a) any of the **Insured's** directors or partners €500.
- (b) any **Employee** €250.

3) **Defence Costs and Expenses**

The **Insurer** shall provide cover in respect of all costs and fees and expenses incurred with the **Insurer's** written consent in the defence or settlement of any claim for which an indemnity is provided by this insurance including legal expenses:

- (a) the **Insured** has incurred arising out of its prosecution for breach or alleged breach of the Republic of Ireland Safety, Health and Welfare Act 2005 (or similar European safety legislation):
 - (i) matters affecting the safety, health and welfare of any of the **Insured's Employee(s)**
 - (ii) matters affecting the safety, health and welfare of any person other than any of the **Insured's Employee(s)** (but excluding legal fees and expenses arising from a breach of the Republic of Ireland Safety, Health and Welfare Act 2005
- (b) arising out of representation at any coroner's inquest or fatal accident enquiry
- (c) arising out of the defence of any proceedings in any court in respect of matters which may form the subject of indemnity under this insurance including the defence of any charge of manslaughter

provided that:

- (i) the proceedings relate to an offence alleged to have been committed during the **Period of**

Insurance and in the course of the **Business**, and where there is also a claim or potential claim for damages against the **Insured** or any of the additional persons indemnified, the **Insured** is entitled to cover under this Policy.

- (ii) the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of any such prosecution.

Any consent given by the **Insurer** in relation to incurring defence costs shall cease if opinion is obtained from instructed solicitors or counsel stating that any of the following apply:

- (i) there is no reasonable prospect of a defence to a prosecution relating to (a), (b) or (c) above.
- (ii) the defence of any such prosecution ceases to be relevant to the defence of any claim for damages for which an indemnity is provided by this insurance.
- (iii) the prosecution relates to a deliberate act or omission that is intended to cause **Bodily Injury** provided, however, that if there is more than one person entitled to indemnity, this exclusion shall apply only to the claim of a person:
 - (a) whose act or omission caused the **Bodily Injury**,
 - (b) who abetted or colluded in the act or omission, or
 - (c) who consented to the act or omission and knew or ought to have known that the act or omission would cause the **Bodily Injury**.

Depending upon which **Section** the claim for damages is being made, defence costs as provided for above:

- a) are included within the amount stated in the **Schedule** as the Limit of Liability for the Employers' Liability **Section**.
- b) will be payable in addition to the amounts stated in the **Schedule** as the Limit(s) of Liability for the Public Liability and Products Liability **Section**.

4) **Indemnity to Principal**

The **Insurer** will also provide cover as if a separate Policy had been issued:

- (a) to the **Insured's** legal personal representatives or the legal personal representatives of any other person entitled to cover under this Policy but only in respect of liability incurred by the **Insured** or such other person.
- (b) to any **Principal** but only to the extent required by the contract for work and which arises solely out of the work performed for the **Principal** by the **Insured** or on the **Insured's** behalf but not any **Principal** who is located within the United States of America or Canada.
- (c) to any owner of plant hired to the **Insured** but only to the extent required by the conditions of the contract of hire and not to any such owner who is located within the United States of America or Canada.
- (d) at the **Insured's** request to:
 - (i) any officer or member of the **Insured's** catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or childcare facilities for the benefit of the **Insured's Employees** and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided.
 - (ii) Any director or partner or **Employee** of the **Insured** while acting in connection with the **Insured's Business** in respect of liability for which the **Insured** would be entitled to cover under this Policy if the claim for which cover is being sought had been made against the **Insured**.

provided that:

- (i) any persons specified above shall as though they were the **Insured** be subject to the terms Conditions and Exclusions of this Policy in so far as they can apply.
- (ii) nothing in this extension shall increase the **Insurer's** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made regardless of the number of persons claiming to be indemnified.

GENERAL EXCLUSIONS

The following Exclusions apply to all **Sections** of this Policy unless stated otherwise.

The **Insurer** shall not provide cover:

1) **Hazardous Works**

in respect of:

- (a) any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 15 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, piers, docks, seawalls, viaducts, towers, steeples or blast furnaces.
- (c) tunnelling, mines or subaqueous.
- (d) the use of explosives.
- (e) the manufacture, production, mining, processing, handling, removal, stripping out, demolition, transportation or disposal of **Asbestos** or materials containing **Asbestos** fibre. However, where such activities do not form part of the **Insured's** contract this exclusion shall not apply to legal liability arising from:
 - (i) the accidental discovery of materials known or suspected to be **Asbestos** or to contain **Asbestos** fibre
 - (ii) the investigation of any such suspect materials provided always that:
 - (a) immediately upon discovery as defined in (i) above all work ceases until the composition of all such materials is established.
 - (b) any subsequent handling, removal, stripping out, demolition, transportation or disposal of **Asbestos** or materials containing **Asbestos** fibre is carried out by qualified licensed subcontractors on terms which indemnify the **Insured** for liability arising out of such work.
- (f) any work undertaken airside or on aircraft, hovercraft, railways, railway rolling stock, watercraft or trackside.
- (g) **Offshore Activity.**
- (h) the sale, supply, hire or erection of spectator stands.
- (i) any work carried out at a depth greater than 3 metres below ground level.
- (j) any work carried out at a height in excess of 15 metres above ground level.
- (k) the external cleaning of windows above ground level.
- (l) any work on or in connection with petrol stations or forecourts, refineries or nuclear installations.

2) **Communicable Disease n/a to Employers Liability**

For any loss, Damage, claim, liability, cost or expense of whatsoever nature, directly or indirectly caused by or in any way contributed to by, resulting from, arising out of, or in connection with

- (a) any **Communicable Disease**
- (b) any fear or threat (whether actual or perceived) of any Communicable Disease

- (c) any advice given or action taken (whether or not by a competent authority) in controlling, preventing, or suppressing the occurrence, outbreak, spread or effects of any Communicable Disease
- (d) the cleaning, disinfecting, decontaminating, repair, replacement, recall, inspecting, testing and checking of **Property** which is or is feared to have been affected by any Communicable Disease.

3) **War and similar risks**

in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or event contributing concurrently or in any sequence to the **Damage**, cost expense or liability:
 - (i) war, invasion, act(s) of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority.
 - (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above.

This exclusion does not apply to the Employers' Liability **Section**.

4) **Cyber**

any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- (a) the use or operation of any **Computer System** or **Computer Network**;
- (b) the reduction in or loss of ability to use or operate any **Computer System, Computer Network** or **Data**;
- (c) access to, processing, transmission, storage or use of any **Data**;
- (d) inability to access, process, transmit, store or use any **Data**;
- (e) any threat of or any hoax relating to (a) to (d) above;
- (f) any error or omission or accident in respect of any **Computer System, Computer Network** or **Data**.

5) **North America**

for liability arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in

part).

6) **Punitive, Exemplary and Aggravated Damages**

for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

7) **Terrorism**

in respect of any:

(a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss

(b) legal liability of whatsoever nature caused by resulting from or in connection with:

any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to this loss

(i) any action taken in controlling preventing suppressing or in any way relating to the act of **Terrorism**

(ii) if the **Insurer** alleges that by reason of this exclusion any **Damage** cost or expense is not covered by this **Policy**

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in force and effect.

This exclusion does not apply to the Employers' Liability **Section**.

8) **Sanction Limitation and Exclusion**

The Insured agrees that any cover, the payment of any claim and any benefit provided under **the Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **the Insurer** to any sanction, prohibition or restriction under any:

a. United Nations' resolution(s); or

b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until **the Insurer** is no longer exposed to any sanction, prohibition or restriction.

9) **Excess**

for the amount stated in the **Schedule** as the excess in respect of each and every claim for which the **Insured** is indemnified by the Policy.

10) **Care, Custody and Control (Applicable to Public Liability Only)**

The **Insurer** will not pay for liability arising because of Damage to property owned leased or hired by the **Insured** or under hire purchase or on loan to the **Insured** or otherwise in **The Insured's** care custody or control other than

a) premises (or the contents thereof) temporarily occupied by the **Insured** at which **the Insured** are undertaking work in connection with the Business (but no indemnity is granted for Damage to that part of the property on which the **Insured** are working and which arises out of such work)

b) directors', partners', Employees' and visitors' clothing and personal effects including vehicles and their contents

- c) premises tenanted by the **Insured** to the extent that the **Insured** would be liable in the absence of any specific agreement

11) **Liability Assumed Under Contract**

We will not indemnify the **Insured**

- (i) in respect of any claims in respect of liability which is assumed by the **Insured** under any contract or agreement
- (ii) in respect only of claims arising under Products Liability, in the case of liability arising out of a condition or warranty of goods implied by law

unless liability would have attached in the absence of such agreement.

12) **Defective Work or Materials (Applicable to Public Liability Only)**

We will not indemnify the **Insured** in respect of the cost of replacing or making good faulty, defective or incorrect

- (a) workmanship, or
- (b) materials, goods or other property supplied, installed or erected by the **Insured** or on the **Insured** behalf

13) **Radioactive Contamination**

The **Insurer** will not cover Damage cost expense or indemnity against any legal liability of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (c) the use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity
- (d) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
- (e) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins)

14) **Micro-Organism**

The Insurer will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health.

This exclusion applies regardless whether there is:

- (i) Any physical loss or damage to the **premises**
- (ii) Any insured peril or cause, whether or not contributing concurrently or in any sequence
- (iii) Any one loss, occupancy or functionality
- (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

GENERAL CONDITIONS

(These are the conditions of the insurance Policy that you must comply, as your part of this contract. If you do not meet these conditions, we may need to reject a claim payment or a claim payment could be reduced. In some circumstances your Policy may not be valid.)

The following Conditions apply to all **Sections** of this Policy unless stated otherwise.

1) **Observance of Terms**

The **Insured** must at all times observe the terms of this policy.

2) **Reasonable Precautions**

The **Insured** shall take all reasonable precautions:

- (a) to prevent any occurrence which may give rise to a claim under this Policy.
- (b) to maintain its premises and machinery and everything used in its **Business** in proper repair.
- (c) in the selection and supervision of **Employees**.
- (d) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

3) **Personal Protective Equipment Condition**

The **Insured** must ensure that appropriate personal protective equipment is worn where appropriate. The **Insured** must ensure that all personal protective equipment is maintained and kept up to date.

4) **Misrepresentation**

The **Insurer** will have the rights set out below in circumstances of misrepresentation by the **Insured** or on the **Insured** behalf in connection with this Policy. For the purposes of this Condition the term "negligent misrepresentation" means a representation which was not innocent nor fraudulent. A fraudulent misrepresentation is a misrepresentation that is false or misleading in any material respect and which the **Insured** either knows to be false or misleading or consciously disregards whether it is false or misleading.

- (a) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by the **Insured** or on the **Insured** behalf prior to commencement or renewal of the Policy (as the case may be), involves a negligent misrepresentation, the remedy available to the **Insurer** shall reflect what the **Insurer** would have done had the **Insurer** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
 - (i) if the **Insurer** would not have entered into the Policy on any terms, the **Insurer** may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
 - (ii) if the **Insurer** would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if the **Insurer** so require;
 - (iii) if the **Insurer** would have entered into the Policy, but would have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on the relevant claim.
- (b) Where an answer which was provided, or information which was volunteered, by the

Insured or on the **Insured** behalf prior to commencement or renewal of the Policy (as the case may be) involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, the **Insurer** may either:

- (i) give notice to the **Insured** that in the event of a claim the **Insurer** will exercise the remedies in paragraphs (a) (i)-(iii) above as appropriate; or
 - (ii) terminate the Policy by giving reasonable notice to the **Insured**.
- (c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by the **Insured** or on the **Insured's** behalf prior to commencement or renewal of the Policy (as the case may be) involves a fraudulent misrepresentation, or where any conduct by the **Insured** (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, the **Insurer** shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

5) **Cooling Off Period and Cancellation**

The Insured's Rights

Within fourteen (14) business days of receipt of the policy documentation the **Insured** may cancel this insurance by writing to the Insurance Intermediary who arranged the cover on their behalf or returning the policy direct to the **Insurer** at the address shown confirming such cancellation. Provided there have been no claims, the **Insurer** will refund the premium in full.

After this fourteen (14) business day period has elapsed the **Insured** may cancel the policy by giving thirty (30) days' written notice to the Insurance Intermediary who arranged the cover or by writing to the **Insurer** at the address shown confirming such cancellation. Provided there have been no claims the **Insurer** will refund a proportionate part of the premium unless the policy is Minimum and Deposit. This means the premium listed on the **Schedule** is the minimum amount that will be retained in the event of cancellation after fourteen (14) business days. The **Schedule** will clearly state if it is Minimum & Deposit and will show the premium.

Insurer's Rights

The **Insurer** may cancel this insurance by sending thirty (30) days' notice of cancellation to the **Insured's** Insurance Intermediary whereupon the **Insured** shall become entitled to a refund of a proportionate part of the premium. For cancellation following default in payment of premium the period of notice may be reduced to ten (10) days.

If this Policy is cancelled the **Insured** must return to the **Insurer** any current certificate of insurance that has been issued to the **Insured** as a statutory requirement to provide evidence of cover.

6) **Survey**

It is understood and agreed that this Policy is subject to a satisfactory survey.

Upon completion of a survey (or if the survey is not completed by the required dates), the **Insurer** may:

- (a) modify the policy premium.
- (b) issue a mid-term amendment on the policy or Section terms and condition.
- (c) exercise the **Insurer's** right to cancel the policy.
- (d) leave the policy or Section terms and conditions and the premium unaltered.

In the event a survey is cancelled on the day of the agreed visit or the agreed staff member/members of the **Insured** are not on site for said visit, the **Insured** will be liable for the surveyor's cancellation fee.

7) Premium Adjustment

The premium for any **Section** is based on estimates at the start of the **Period of Insurance**. The Insured should keep an accurate record containing all particulars relative thereto.

At all times the **Insured** will allow the **Insurer** to inspect such record and shall supply such particulars as the **Insurer** may require within one (1) month from the expiry of each **Period of Insurance** and the premium shall thereupon be adjusted by the **Insurer** subject to any Minimum Premium as stated in the **Schedule** being retained by the **Insurer**.

At the **Insurer's** request the **Insured** shall supply an auditors certificate in support of such particulars.

If the **Insured** fails to supply such particulars within the period stated by the **Insurer** the **Insurer** shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

8) Alteration of Risk

The cover under this Policy will cease if after the commencement of this insurance:

- (a) the **Insured's** interest ceases except by death.
- (b) the **Insured's Business** be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued.

9) Fraud

- (a) If the **Insured** makes a fraudulent claim under this Policy, the **Insurer** shall not be liable to pay the **Insured** any sums in respect of the fraudulent claim. The **Insurer** may recover from the **Insured** any sums that the **Insurer** has already paid to the **Insured** in respect of the fraudulent claim. The **Insurer** may by notice to the **Insured** treat this Policy as terminated with effect from the date of submission of the fraudulent claim.
- (b) If the **Insurer** treats this **Policy** as terminated pursuant to clause 9(a) above, the **Insurer** shall not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurer's** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and the **Insurer** need not return any of the premiums paid.

Fraudulent claims – group insurance

- (c) If this **Policy** provides cover for any person who is not a party to the **Policy** ("a covered person"), and a fraudulent claim is made under the **Policy** by or on behalf of a covered person, the **Insurer** may exercise the rights set out in clause 9(a) above as if there were an individual insurance contract between the **Insurer** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the **Policy** for any other person.

Nothing in this clause 9 is intended to vary the position under the Consumer Insurance Contracts Act 2019.

10) Claims (Subrogation)

The **Insured** and any claimant under this Policy shall at the **Insurer's** request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the **Insurer** shall be or would become entitled or subrogated upon the **Insurer** paying for or making good any **Damage** under this **Policy** whether such acts and things shall be or become necessary or required before or after the **Insurer** indemnifies the **Insured**.

11) Assignment

The **Insured** shall not assign any of the rights or benefits under this Policy and/or any **Section** of this Policy without the **Insurer's** prior written consent.

The **Insurer** will not be bound to accept or be affected by any notice of trust charge, lien or purported assignment or other dealing with or relating to this Policy and/or any **Section** of this Policy.

12) Insurance Act 1936 (Republic of Ireland)

All moneys which became or may become due and payable by the **Insurer** under the Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

13) Finance Act 1990 (Republic of Ireland)

The appropriate stamp duty has been and will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.