

Administered by



COMBINED LIABILITY MEDICS & BEAUTICIANS

Ireland

on behalf of Accelerant Insurance Europe SA

isureunderwriting.ie

PUBLIC & EMPLOYERS LIABILITY

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

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

You can check this information on the Central Bank of Ireland's website www.registers.centralbank.ie or by contacting 01 2244000.

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IMPORTANT INFORMATION

HOW TO MAKE A CLAIM

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

Claim Notification Company:
Leeson Claims Services Ltd

Telephone: 01 5392890

Email: claims.accelerant@isureunderwriting.ie

Address: 68 Merrion Square South Dublin 2

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

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

KEY POLICY INFORMATION

This Public & Employers Liability Insurance **Policy** is between **You** and **Us** as declared in the **Schedule**. **Your** policy is administered by iSure Underwriting and underwritten by:

Accelerant Insurance Europe SA, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

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

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

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

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

POLICY PERIOD AND PREMIUM

We will, in consideration of the payment of the premium and for the **Period of Insurance**, provide insurance in accordance with the sections of the **Policy** shown as 'operative' in the **Schedule**, subject to the conditions, exceptions and endorsements of the **Policy**. This insurance is renewable provided **We** agree to accept **Your** premium for any subsequent **Period of Insurance**.

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

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

LANGUAGE AND LAW APPLICABLE TO THE CONTRACT

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

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

ACCESSIBILITY

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

DEFINITIONS

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

Asbestos

Asbestos of fibres or particles of **Asbestos** or any material containing **Asbestos**.

Bodily Injury

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

Business

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

Claimant's Costs

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

Damage

Shall mean physical loss or destruction of or **Damage** to tangible property.

Defence Costs

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

Employee

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

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

Excess

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

Government Action

Marital law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to **War**.

Offshore

From the time of

- a) embarkation by an **Employee** onto a conveyance at the point of final departure to an offshore rig or offshore platform or
- b) embarkation by an **Employee** onto a conveyance for the purpose of transferring from an offshore rig or offshore platform onto another offshore rig or offshore platform until disembarkation by an **Employee** from a conveyance onto land upon return from an offshore rig or offshore platform until disembarkation by an **Employee** from a conveyance onto land upon return from an offshore rig or offshore platform.

Our/Us/We

The Insurer detailed in the **Schedule**.

Period of Insurance

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

PFAS

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

- c) any organic molecule, salt, free radical or ion, the composition of which includes at least one
 - iv) perfluorinated methyl group (-CF₃); or
 - v) perfluorinated methylene group (-CF₂-); or
- b) any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or
- c) any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances; or
- d) its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

Policy

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

Premises

The **Premises** owned or occupied by **You** as stated on the **Schedule**, for the purposes of the **Business**.

Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **You** in connection with the **Business**.

Proposal

The signed **Proposal** or Statement of Fact and declaration and any additional information supplied to **Us** by **You** or on **Your** behalf.

Prosecution Costs

Costs and expenses incurred by a prosecuting authority which **You**, **Your** partners, directors or **Employees** are ordered to pay by the Court in relation to a prosecution against **You**, **Your** partners, directors or **Employees** in connection with the **Business**.

Safety Legislation Costs

Costs and Expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **Territorial Limits**.

Schedule

The latest **Schedule** issued by **Us**.

Territorial Limits

- a) Republic of Ireland, Great Britain, Northern Ireland, Channel Islands and the Isle of Man.
- b) elsewhere in the world where any person normally resident in the territories described in a. above is temporarily engaged in non-manual work in connection with **Your Business**.

Terrorism

An act, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.

You/Your

The person, people or the company shown as the insured in the **Schedule**.

Your Insurer

Accelerant Insurance Europe SA.

War

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether **War** be declared or not) civil war, mutiny, civil commotion, assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution or military or usurped power.

GENERAL CONDITIONS

1) DUTY OF DISCLOSURE

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

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

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

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

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

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

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

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

in accordance with the Cancellation and Cooling-Off Period Provisions.

2) ALTERATION IN RISK

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

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

- a) any alteration, change in the **Business**, increase in turnover, employee numbers or payments to Temporary **Employees**

- b) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued or
- c) **Your** interest in the **Business** ceases except by will or operation of law.

3) CLAIMS

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

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

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

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

- a) forward to **Us** on receipt any letter, proceedings, writ, court documents, claim form, or summons as soon as possible
- b) allow **Us** complete control of any proceedings or settlement
- c) not accept, negotiate, pay, settle, admit or repudiate any claim without **Our** written consent

- d) notify **Us**, as soon as possible, when **You** have knowledge of any impending prosecution, inquest, fatal accident, or government enquiry
- e) if demanded, provide a statutory declaration of the truth of the claim and any matters connected with it

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

4) RIGHTS OF THIRD PARTIES

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

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

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

5) FRAUD

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

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

If **We** exercise **Our** right under (c) above:

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

6) SUBROGATION

You shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**. **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise. **We** won't exercise this subrogation right in cases where

- a) **You** might not want **Us** to exercise that right because **You** and the other party are members of the same family or co-habiting (except where the conduct of the other person that gave rise to the loss was serious or wilful misconduct), or
- b) an employee of **Yours** (except where the conduct of the employee was intentional, reckless and they knew that a loss would probably result.)

7) PRACTICAL PRECAUTIONS

You must

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

8) CANCELLATION AND COOLING-OFF PERIOD

- a) **Your** Right to Cancel during the Cooling-Off Period
You are entitled to cancel this policy by notifying **Us** in writing, by email or by telephone within fourteen (14) days of either:

- i) the date **You** receive this policy; or
- ii) the start of **Your** **Period of Insurance** whichever is the later.

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

- b) **Your** Right to Cancel after the Cooling-Off Period
You are entitled to cancel this policy after the cooling-off period by notifying **Us** in writing, by email or by telephone. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force less the administration fee specified to **You** when **You** incepted the **Policy** unless **You** have made a claim in which case the full annual premium is due
- c) **Our** Right to Cancel

We are entitled to cancel this **Policy**, if there is a valid reason to do so, including for example:

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

by giving **You** fourteen (14) days' notice in writing.

Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force, less the administration fee specified to **You** when **You** incepted the **Policy**, unless **You** have made a claim in which case the full annual premium is due.

9) DISCHARGE OF LIABILITY

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

10) STAMP DUTY

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

11) INSURANCE ACT 1936

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

12) NON INVALIDATION

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

13) POLICY EXCESS

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

14) DISPUTES

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

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

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

GENERAL EXCEPTIONS

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

This **Policy** does not cover

1) RADIOACTIVE AND NUCLEAR RISKS

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

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

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

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

2) WAR, GOVERNMENT ACTION AND TERRORISM

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

- a) **War, Government Action or Terrorism**
- b) riot or civil commotion in Northern Ireland
- c) legal liability of whatsoever nature or any **Costs and Expenses** whatsoever directly or indirectly caused by or contributed to by or arising from **War, Government Action or Terrorism** except to the extent stated in the Liability Provisions below

In any action suit or other proceedings where **We** allege that by reason of this Exception as far as it relates to **Terrorism** any **Damage** or resulting loss or

expense or consequential loss is not covered by this **Policy** the burden of proving that such **Damage**, loss, expense or consequential loss is covered shall be upon **You**.

LIABILITY PROVISIONS

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

- a) **We** will cover **You** under Section 2 - Employers Liability - provided that in respect of any one claim or series of claims arising out of any one event or series of events arising from a single source or original cause **Our** liability in respect of all compensation and **Costs and Expenses** directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed €6,500,000
- b) **We** will cover **You** under the Section 1 - Public Liability - against legal liability to pay compensation and **Claimant's Costs** directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability for all compensation (including interest thereon) and **Claimant's Costs** shall not exceed
 - i) in respect of or arising out of any one event or series of events arising from one source or original cause €2,600,000 or the amount of the Section 1 - Public Liability Sub-Section - **Limit** of Indemnity stated in the **Schedule** whichever is the lower but in respect of **Products** this limitation shall apply to all events occurring in the **Period of Insurance**
 - ii) in respect of all pollution or contamination consequent upon **Terrorism** and which occurred during the **Period of Insurance** €2,600,000 in the aggregate or the amount of the Section 1 – Public Liability - **Limit** of Indemnity stated in the **Schedule** whichever is the lower

3) DATE RECOGNITION (NOT APPLICABLE TO SECTION 2 - EMPLOYERS LIABILITY)

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

- a) to recognise correctly any date as its true calendar date
- b) to capture, save or retain and/or manipulate, interpret or process correctly any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- c) to capture, save, retain or process correctly any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture, save, retain or to correctly process such data on or after any date

4) SONIC BANGS

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

5) COMPUTER VIRUS AND HACKING

- a) **Damage** to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your** property or not where such **Damage** is caused by Virus or Similar Mechanism or Hacking
- b) Financial loss directly or Indirectly caused by or arising from Virus or Similar Mechanism or Hacking but this shall not exclude **Damage** or financial loss which is not otherwise excluded from this **Policy** and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikes, labour disturbances, malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water or oil from any tank apparatus or pipe, impact by any vehicle or animal.

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

6) TERRITORIAL LIMITS

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

7) TRADING RESTRICTIONS AND SANCTIONS

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

8) MICROORGANISM EXCEPTION

Damage, loss, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mould, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. This Exclusion applies regardless whether there is (i) any physical loss or **Damage** to **Property Insured**; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns. This Exclusion replaces and supersedes any provision in the **Policy** that provides insurance, in whole or in part, for these matters.

9) BIOLOGICAL OR CHEMICAL MATERIALS EXCEPTION

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

10) VIRUS, DISEASE AND PANDEMIC EXCLUSION (not applicable to Employers Liability Section)

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

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- d) any mutation of or variation of a), b) or c) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto

11) PYRITE

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

12) BULLYING OR HARASSMENT

Loss or **Damage** arising from bullying or harassment unless the condition complained of is accompanied by and arises directly from **Bodily Injury**.

13) MENTAL ANGUISH

Loss or **Damage** arising from mental anguish, illness, stress, nervous shock or any other psychological condition unless the condition complained of is accompanied by and arises directly from **Bodily Injury**.

14) EXCESSES

The amount of any applicable **Excess**.

15) CLINICAL TRIALS

Loss or damage arising from **your** involvement in clinical trials.

16) DIRECTORS AND OFFICERS

Any claim made against any Director or Officer or **Employee of Yours** where such claim is made solely by reason their holding the position of Director Officer or employees and having acted in that capacity.

17) INTOXICATION

Any claims for business **You** performed whilst under the influence of intoxicants or narcotics.

18) ABUSE

Any claim arising from actual or alleged abuse.

19) DISCRIMINATION

Any claim arising from actual or alleged discrimination.

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

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

- a) any **Bodily Injury**, property damage, personal and advertising injury loss, liability, **Damage**, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of **PFAS**; and

- b) any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, including but not limited to:

- i) Actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of **PFAS** containing products or materials; or
- ii) Design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to **PFAS**-containing products or materials; or
- iii) Testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralising, remediating, disposing of or in any way responding to, or assessing the effect(s) of **PFAS**-containing products or materials; or
- iv) Failure to report any **PFAS**-containing products or materials to authorities; or
- v) Failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in i) through iv) above.

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

SECTION 1 | PUBLIC/PRODUCTS LIABILITY

COVER

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

- a) **Bodily Injury** to any person other than an **Employee**
- b) loss or **Damage** to tangible property
- c) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement.
- d) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

occurring within the **Territorial Limits** during the **Period of Insurance** and happening in connection with the **Business**.

We will also pay for Defence costs.

LIMIT OF INDEMNITY

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

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

SECTION EXTENSIONS

1) CROSS LIABILITIES

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

2) INDEMNITY TO PRINCIPAL

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

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

3) OVERSEAS PERSONAL LIABILITY

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

The cover will not apply

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

4) MOTOR CONTINGENT LIABILITY (NON-OWNED)

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

This section does not cover liability

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

5) SAFETY LEGISLATION COSTS COVER

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

If a claim for damages is settled or is withdrawn **We** will have no further liability other than in respect of **Costs and Expenses** of legal representation incurred before the date of the claim, payment or withdrawal of the claim. If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to **Costs and Expenses** of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to

succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

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

We will not pay

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

6) DATA PROTECTION ACT

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

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

We shall not be liable in respect of

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

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

7) COMPENSATION FOR COURT ATTENDANCE

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

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

8) CONSUMER PROTECTION AND FOOD SAFETY ACTS - PROSECUTIONS

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

- a) European Communities (General Product Safety) Regulations 2004
- b) The Sale of Goods and Supply of Services Act 1980 or The Food Safety Authority of Ireland Act 1998

Committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business** provided that **We** shall have the conduct and control of all the said proceedings and appeals.

We will not pay for

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

9) LEASED OR RENTED PREMISES

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

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

10) ADDITIONAL PERSONS INSURED

- a) In the event of the death of any person entitled to cover under this Section, **We** will cover in the terms of this **Policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b) At your request **We** will cover in the terms of this Section
 - i) any director of **Yours** or **Employee** in respect of liability arising in connection with the **Business**, provided that you would have been entitled to cover under the Section if the claim had been made against you
 - ii) any officer, committee or member of **Your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such
 - iii) any director or senior official of **Yours** in respect of private work undertaken by any **Employee** for such director or senior official, provided that

- c) each person indemnified by this clause shall as though he were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- d) **We** shall retain the sole conduct and control of all claims
- e) where **We** are required to cover more than one party the total amount of cover payable to all parties in respect of damages shall not exceed the limit of indemnity.

11) WRONGFUL ARREST

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

SECTION EXCEPTIONS

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

- 1) **Death** or **Bodily Injury** to any **Employee**.
- 2) **Damage** to
 - a) property belonging to **You**
 - b) property which is leased, let, rented, hired or lent to or which is the subject of a bailment to **You**
- 3) The cost of replacing or making good
 - a) **Your** faulty defective or incorrect workmanship; or
 - b) materials, goods or other property supplied, installed or erected by **You** or on **Your** behalf
- 4) Fines, penalties, liquidated, punitive, exemplary or aggravated damages.
- 5) **Damage** caused by pollution or contamination other than pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.
- 6) **Damage** caused arising out of the ownership, possession or use by or on **Your** behalf of any mechanically propelled vehicle (or trailer attached to a vehicle) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exception shall not apply
 - a) while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
 - b) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy
- 7) Any professional advice, design, formula or specification provided by **You** or on **Your** behalf for a fee.
- 8) Any Product which is incorporated in, with **Your** specific knowledge or results in, the grounding of any aircraft, aero-spatial or aerial device.
- 9) All liability arising in the United States of America its territories and possessions Puerto Rico or Canada or arising out of any action or suit brought in a court of law within the jurisdiction of the United States of America its territories and possessions Puerto Rico or Canada or where such action or suit is brought in a court of law outside those countries to enforce a judgement therein whether by way of reciprocal agreement or otherwise.
- 10) **Damage** to property in **Your** charge, custody or control other than
 - a) personal effects and vehicles of **Your** partners, directors, **Employees** or visitors
 - b) premises (and their contents) not belonging, leased, rented or hired to **You** but temporarily in **Your** charge, custody or control for the purpose of carrying out work.
- 11) **Asbestos** including but not limited to
 - a) exposure to
 - b) inhalation of
 - c) fears of the consequence of exposure to or inhalation of
 - d) the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of **Asbestos**, including any product containing **Asbestos**.
- 12) Liability arising in connection with work undertaken in or on
 - a) aircraft or craft
 - b) airport or aerodrome runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
 - c) railways or railway installations
 - d) docks or harbours
 - e) offshore rigs or platforms
 - f) quarries, mines or collieries
 - g) chemical or petro-chemical works oil refineries
 - h) power stations or nuclear plant or
 - i) bridges, viaducts, tunnels, dams, chimney shafts, towers or steeples

- 13) Liability arising from or as a consequence of any breach of professional duty or any error or omission in any medical advice, examination, prescription or treatment given by **You**.
- 14) Any liability arising out of the operation or arrangement by **You** or on **Your** behalf of travel, accommodation or leisure facilities for **Your** customers.
- 15) Liability caused by or arising from the making up, dispensing, sale, supply, prescription or exchange of any drugs, medicines, hypodermic needles or medical supplies or equipment of any kind.
- 16) Contractual Liability
Liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement.
- 17) The amount of any **Excess** specified in the **Schedule**.

SECTION CONDITIONS

1) SUBCONTRACTORS

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

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

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

For the purpose of this condition the term Subcontractors means any Subcontractor engaged by **You** supplying both labour and materials for the purpose of the contract.

SECTION 2 | EMPLOYERS LIABILITY

COVER

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

We will also pay **Defence Costs**.

Limit of Indemnity

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

Right of Recovery

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

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

SECTION EXTENSIONS

1) SAFETY LEGISLATION COSTS COVER

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

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

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

We will not pay

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

2) COMPENSATION FOR COURT ATTENDANCE

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

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

3) UNSATISFIED COURT JUDGMENTS

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

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

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

Provided that:

- i) there is no appeal outstanding;
- ii) if any payment is made by **Us** the **Employee** or the said legal personal representatives shall assign the Judgement to **Us**;
- iii) the legal proceedings (in which the Judgement was obtained) were commenced during the **Period of Insurance** in order to receive such damages;

- iv) **We** would have covered **Your** liability if the claim had been made under this Section;
- v) **You** notified **Us** that the **Employee** intends to commence proceedings and **We** agree to provide cover in respect of those proceedings;
- vi) the Judgement is made by any Court of Law in the Republic of Ireland or the European Union; and
- vii) **Our** liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the **Schedule**

4) INDEMNITY TO PRINCIPAL

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

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

5) ADDITIONAL PERSONS INSURED

- a) In the event of the death of any person entitled to cover under this section, **We** will cover in the terms of this **Policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b) At your request **We** will cover in the terms of this section
 - i) any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement
 - ii) any director of yours or **Employee** in respect of liability arising in connection with the business provided that **You** would have been entitled to cover under the section if the claim had been made against you
 - iii) any officer, committee or member of **Your** canteen, sports, social or welfare organisations, fire security, first aid, medical or ambulance services in their respective capacities as such any director or senior official of **Yours** in respect of private work undertaken by any employee for such director or senior official provided that
- c) each person shall as though he were the insured observe fulfil and be subject to the terms of this policy insofar as they can apply
- d) **We** shall retain the sole conduct and control of all claims

SECTION CONDITIONS

Personal Protective Equipment

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

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

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

SECTION EXCEPTIONS

1) Hazardous Location Exclusion

This Section does not cover legal liability arising in connection with work undertaken in or on

- a) aircraft or watercraft
- b) airport or aerodrome runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
- c) railways or railway installations
- d) docks or harbours
- e) quarries, mines or collieries
- f) chemical or petro-chemical works oil refineries gas works or fuel storage facilities
- g) power stations or nuclear plant
- h) bridges, viaducts, tunnels, dams, chimney shafts, towers or steeples

2) Road Traffic

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

3) Offshore

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

COMPLAINTS PROCEDURE

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

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

Leesons Claims Services

68 Merrion Square South,
Dublin 2, Ireland

Email: Claims.accelerant@isureunderwriting.ie

Tel: 01 5392890

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

iSure Underwriting

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

Email: complaints@isureunderwriting.ie

Tel: +353 1 696 0370

Our promise is:

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

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

The Financial Services & Pensions Ombudsman

3rd Floor, Lincoln House
Lincoln Place
Dublin 2.

Tel: 01 5677000

Fax: 01 66208980

Email: info@fspo.ie

Website: www.fspo.ie

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

Insurance Compensation Fund

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

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

Authorisation Sections 1-2

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

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

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

INVESTOR COMPENSATION SCHEME (ICS)

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

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

HOW WE USE YOUR PERSONAL INFORMATION

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

We will process any personal information we obtain in the course of providing our services to you in accordance with all relevant data protection legislation and in line with our own Data Protection **Policy**.

We are committed to ensuring that your privacy is protected and that you know how your data is used and what your rights are.

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

Data Protection Representative

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

Alternatively, you can email us at
data.protection@isureunderwriting.ie

Your Insurers are:

Accelerant Insurance Europe SA

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

We will share your personal information with your Insurer. A full copy of Accelerant’s privacy policy is available upon request.

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

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

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

We will share your personal information with others:

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

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

PREVENTING AND DETECTING CRIME

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

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

DEALING WITH OTHERS ON YOUR BEHALF

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

MARKETING

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

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

MONITORING AND RECORDING

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

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

FURTHER INFORMATION

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

If **We** change the way that **We** use **Your** personal information, **We** will write to **You** to let **You** know.

If **You** do not agree to that change in use, **You** must let **Us** know as soon as possible by writing to **Us** at the address referred to above.

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



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

T 01 695 0370

E info@isureunderwriting.ie

W isureunderwriting.ie