



# **CARRIERS LIABILITY POLICY**

**Please read this policy and the attached schedule which forms an integral part of the policy which forms a binding contract between you and your insurer, Tysers Ireland Limited T/A Tysers Underwriting. If it does not meet with your requirements you should inform us immediately through your insurance broker.**

Tysers Ireland Limited T/A Tysers Underwriting is regulated by  
the Central Bank of Ireland

01-09-2021



The insurance cover to which this document relates was granted by the holder of a Binding Authority in Ireland from Chaucer Insurance Company DAC T/A Chaucer Dublin for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936.

The holder of this Binding Authority is:

Name: Tysers Ireland Limited T/A Tysers Underwriting

Address: Castle House, Main Street, Rathfarnham, Dublin 14, D14 X8H4, Ireland

Tel No: 00 353 1 490 8714

who, in conjunction with Chaucer Insurance Company DAC T/A Chaucer Dublin has all the powers required of him under the Insurance Acts and Regulations.

Chaucer Insurance Company DAC T/A Chaucer Dublin address is:

38 & 39 Lower Baggot Street, Dublin 2, D02 T938, Ireland

Without prejudice to the generality of the foregoing, the Underwriters hereon agree that:

- If this contract is subject to Irish Law, in the event of a dispute arising under the Policy, Underwriters at the request of the Assured will submit to the jurisdiction of any competent Court in Ireland, such dispute shall be determined in accordance with the law and practice applicable in such Court;
- Any Summons, Notice or Process shall be served upon their sole General Representative at the address stated above.



## **CARRIERS LIABILITY POLICY**

Whereas the Assured described in the Schedule (hereunder called "the Assured") having made to Tysers Ireland Limited T/A Tysers Underwriting (hereunder called "the Insurer") a written proposal which with any amendments thereto is hereby agreed to be the basis of the contract and is deemed to be incorporated herein, and has promised to pay forthwith a premium at the rate herein to the Insurer, to insure against loss as herein stated, the Insurer agrees subject to the terms, conditions, limits of liability and exceptions contained herein, or endorsed or otherwise expressed heron, to indemnify the Assured against the Assured's legal liability for loss or destruction of or damage to goods or merchandise whilst in transit by approved conveyance and arising under the operation(s) specified hereunder.

Compliance with all the terms, provisions, conditions and endorsements of the Policy shall be a condition precedent to the right of the Assured to recover under this Policy.

The proposal and declaration signed by the Assured and particulars in writing submitted by or on behalf of the Assured or the Insurer shall be the basis of the contract and shall be held to be incorporated herein.

For and on behalf of Tysers Ireland Limited T/A Tysers Underwriting

John Kavanagh

Joint Managing Director

Examined and Countersigned.

For your own protection you are recommended to read your Policy and all its Conditions to ensure that it is in accordance with your intentions.

## **SECTION 1: TYPE OF LIABILITY INSURED**

Policy indemnity is applicable in respect of the following trading operations provided they are specifically listed and described in the attached Policy Schedule, together with details of Insured Items, Territorial Limits, Limits of Indemnity etc.

### **1.1 Trading Operations**

**1.1.1** Carried under the Assured's Condition of Carriage as advised to the Company, whilst in transit within the territorial limits shown herein including any loading, unloading, packing and unpacking, and / or whilst temporarily stored in the normal course of transit, and / or

**1.1.2** Carried under Common Law whilst in transit within the territorial limits shown herein including any loading, unloading, packing and unpacking and / or whilst temporarily stored in the normal course of transit and / or

**1.1.3** Carried under the Convention on the Contract for the International Carriage of Goods by Road (CMR) whilst in transit within the territorial limits shown herein including loading, unloading, packing and unpacking and / or whilst temporarily stored in the normal course of transit.

**1.1.4** Warehouse under the Assured's Conditions of Warehousing as advised to the Company whilst in store at the Warehouse(s) shown herein, and / or

**1.1.5** Forwarded under the Assured's Conditions of Freight Forwarding as advised to the Company whilst within the geographical limits shown herein, and / or

**1.1.6** As specified in the attached Policy Schedule.

### **1.2 Third Party Containers**

Legal Liability for loss or damage to Third Party containers in the custody, care or control of the Assured and for which the Assured is responsible.

Excluding containers hired, leased, loaned or borrowed by the Assured.

Limit of Indemnity any one incident or occurrence: €30,000

## **SECTION 2: CONDITIONS**

### **2.1 Due Diligence**

The Assured shall take all reasonable precautions for the protection and safe guarding of the goods or merchandise and or such protective appliances as may be specified in the Policy and all protective devices shall be maintained in good order. Such devices shall be used at all times and shall not be varied or withdrawn without written consent by the Insurers. It is the duty of the Assured, in the event that any property for which they are responsible be lost or damaged, to take all reasonable steps to effect its recovery or preservation. The Assured shall take all reasonable steps to ensure that their servants and or agents shall not accept goods or merchandise or property by or on behalf of the Assured unless subject to the provisions of the Assured's conditions; but notwithstanding inadvertent omission to apply the Assured's conditions without the knowledge or consent of the Assured, a claim which otherwise would have been payable under this Policy, shall not be invalidated.

### **2.2 Jurisdiction**

In the event of a claim arising under this Policy, it is agreed that is shall be settled in accordance with the Law and Customs of the Republic of Ireland, and where proceedings are brought to determine any Claim such proceedings must be brought in the Republic of Ireland.

### **2.3 Subrogation**

The Assured shall at the request and at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Insurers for the purpose of enforcing any rights and remedies of obtaining relief or indemnity from other parties to which Insurers shall be or would become entitled or subrogated upon paying any Claims arising under this Policy whether such acts and things shall be or become necessary or required before or after his indemnification by Insurers.

### **2.4 Sub-Contractors and/or Successive Carriers and/or Warehousemen**

The expression "in transit" is extended to cover transit per Sub-Contractors' and / or Successive Carriers' vehicles and / or trailers and / or containers subject to the following additional Terms and Conditions:

The Assured shall ascertain that all Sub-Contractors and / or Successive Carriers and / or Warehousemen carry valid Insurance under which the vehicle and / or trailer and / or container limit is sufficient to cover the value of the subcontracted load (including all Customs or Excise Duties and / or any other charges) and that in all other respects the cover provided by such Insurance is not less extensive than the cover provided by this Policy, and the Assured shall obtain written confirmation of such cover, if required by the Company.



## **2.5 Insurable Interest**

The benefit of this Policy shall in no circumstances whatsoever pass to Sub-Contractors or Successive Carriers / Warehousemen or the Insurers of Sub-Contractors or Successive Carriers / Warehousemen.

## **2.6 Deliveries**

It is a condition precedent to the company's liability under this Policy that the Assured shall take all reasonable precautions to ensure that the property is not delivered by the Assured or his servants or agents to any person purporting to be the owner or his agent or a carrier or his agent unless the bona fides of the said person shall have been established beyond reasonable doubt.

## **2.7 Submission**

The Submission and declaration forms which you have signed are the basis of this contract of Insurance. You warrant to us as Insurers that all information therein is correct.

## **2.8 Cancellation**

This Policy may be cancelled at any time by either party giving 15 days' notice in writing, addressed to the known address of the Assured or to the Broker. Underwriters receiving notice will receive and retain the customary short term or earned premium whichever is the greater.

## **2.9 Non-Contribution**

This Policy does not cover any liability or loss or damage which at the time of the attachment of liability or the happening of such loss or damage is insured by or would, but for the existence of this Policy, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this Insurance not been effected.

## **2.10 Conditions Precedent**

It is a condition precedent to the Insurers liability under this Policy that satisfactory references are obtained from reliable sources, checked and records kept in respect of all new employees engaged by the Assured after inception date of this Policy and that the Assured shall take all reasonable steps to ascertain the reputation for reliability and honesty of Agents and Sub-Contractors and / or Successive Carriers employed by the Assured and that they hold and maintain an adequate current Insurance Policy providing cover not less extensive than the cover provided by this Policy or are financially able to meet liability for the loss or destruction of or damage to goods and / or merchandise in transit.



### **2.11 Material Facts/Duty of Disclosure/Alteration of Risk**

When arranging this insurance through your insurance intermediary you declared that the answers you provided were, to the best of your knowledge and belief, true and complete in every respect and that you did not make any misrepresentations. A misrepresentation is where an individual provides fraudulent, inaccurate, misleading or incomplete information. You acknowledged the importance of answering all questions honestly and taking reasonable care not to make a misrepresentation when providing us with answers to the questions asked.

Failure to do so may lead to the voidance of your policy and/or your claim not being paid at all, or alternatively only part of your claim being paid to you.

Please note that any "alteration" clause in the policy or any clause which refers to an "alteration of risk" will apply only where the subject matter of the policy has changed or altered. Any clause of the policy which refers to a "material change" will be interpreted as referring to changes that take the risk outside that which was reasonably envisaged by both you and us when the policy sale was concluded. If you are in any doubt as to whether there has been a change in the subject matter of the contract which changes the risk to something that we did not agree to cover, then please contact your intermediary.

### **2.12 Fraud**

If any claim under this policy is in any respect fraudulent or if any fraudulent means are used by the Assured or anyone acting on the Assured's behalf to obtain benefit under this Policy all benefit shall be forfeited.

### **2.13 Alteration**

If any change of circumstance after the commencement of the insurance directly or indirectly increases the risk of damage or injury this Policy will be voidable unless the insurer has agreed in writing to accept such alteration.

### **2.14 Premium Adjustment**

If any part of the premium is calculated on estimates furnished by the Assured, the Assured shall:

- Keep an accurate record containing all particulars relating to such estimates
- If requested allow the insurer to inspect such record
- Within thirty days of the expiry of each period of insurance supply the Insurer with a correct declaration of such particulars and information as the Insurer may require in respect of the preceding Period of Insurance duly certified by the Assured's external auditor or accountant. If the amount so paid shall differ from the amount on which premium has been paid the difference in the premium shall be met by a further proportionate payment to the Insurer subject to the retention by the Insurer of any minimum premium as stated in the Policy or endorsed thereon.

## **2.15 Control of Claims**

### **The Assured**

- Shall not, except at their own cost, take any steps to compromise or settle any claim or admit liability without specific instructions in writing from the Insurer.
- Shall not give any information or assistance to any person claiming against them without the consent of the Insurer.

### **The Insurer**

- Shall for so long as they desire take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which the Insurer may be liable under the Policy.
- May before or after settlement of any claim use the name of the Assured to enforce for the benefit of the Insurer any order made for costs or otherwise or to make or defend any claim for indemnity or damages against any third party or for any other purposes connected with this Policy.

## **2.16 Currency**

It is understood and agreed that the currency of all premiums sums insured indemnities and excesses shown in the schedule of this policy or any renewal notice or endorsement relating thereto shall be deemed to be in Euro.

## **2.17 Marine Insurance Act 1906**

The terms, provisions, conditions and warranties of the Marine Insurance Act 1906 are deemed incorporated into this policy unless this policy be inconsistent therewith in which event the terms, provisions and warranties of the Insurance Policy shall apply.

## **2.18 Refrigerated and Temperature Controlled Goods**

This Condition shall operate where Exclusion 4.5 Deterioration of Perishables has been deleted from this Policy.

Subject only to the Assured's strict compliance with conditions 1 to 9 inclusive below it is noted and agreed that indemnity under this Policy has been extended to cover the Assured's legal liability for deterioration of Refrigerated and/or Temperature Controlled Goods caused by variation in temperature.

This policy indemnity extension shall operate only where;

1. The Assured obtains written confirmation from the consignors of the temperature at which the goods are to be maintained prior to acceptance of the goods.
2. The Assured checks the temperature of the goods prior to loading and unloading.
3. The Assured records in writing on the Consignment Note the temperature at which the unit has been set.
4. The Assured maintains a log of temperatures.
5. The Assured obtains written confirmation from the consignee of the temperature on delivery before unloading.
6. All employees involved in the operation of refrigeration equipment have received instruction from the manufacturers of the refrigerated equipment or their authorised agents or a qualified person employed by the Assured on the operation and maintenance of such equipment before permitting them control of a loaded refrigerated vehicle or trailer.
7. The Assured maintains and services all owned and leased refrigeration equipment in accordance with the manufacturer's instructions.
8. The Assured keeps up-to-date refrigeration service log books for owned and leased refrigeration equipment
9. The Assured shall retain such records of 1 to 8 above and shall make them available to insurers upon request.

The onus of proving that the exact requirements of this clause have been complied with shall rest with the Assured.



### **SECTION 3: CLAIMS PROCEDURE**

It is also the condition of this Policy of Indemnity that in the event of a happening likely to give rise to a Claim against the Assured in respect of the good or merchandise the Assured shall as soon as possible give notice thereof to Insurers and furnish full particulars.

Every letter, notice writ, summons and process relating thereto shall be notified or forwarded to Insurers immediately on receipt.

In respect of any such Claim no admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Assured without the written consent of Insurers.

Insurers shall be entitled to take over and conduct in the name of the Assured the defence or settlement of any such Claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any Claim and the Assured shall give all such information and assistance as Insurers may require.

In connection with any such Claim, Insurer will pay cost and expenses of litigation recoverable by any Claimant from the Assured and costs and expenses incurred by the Insurers on behalf of the Assured.

If the Assured shall make any Claim knowing the same to be false or fraudulent as regards amount or otherwise the Policy shall become void and all Claims thereunder shall be forfeited.

## **Section 4: EXCLUSIONS**

This Policy does not cover liability in respect of or arising from or caused by:

### **4.1 Excluded Goods**

The following goods are excluded unless specifically noted in the Schedule or if in groupage containers, the contents of which have not been declared or are not known to the Assured.

- Perishables / Temperature Controlled Goods.
- Wines, spirits, beer and the like.
- Cigarettes, cigars and tobacco.
- Audio and video equipment, microchips / circuit boards.
- Perfumery.
- Second-hand machinery.
- Livestock and Bloodstock.
- Jewellery, watches, precious metals and stones.
- Treasury notes, bullion, cash, bonds, deeds, stamps, securities, phone cards, gaming cards and similar items, manuscripts and documents.
- Household Furniture and Personal Effects.
- Non-ferrous metal and scrap.
- Furs.
- Specie.
- Explosives, weapons and ammunition.

**4.2** Inadequate documentation.

**4.3** Insufficient packaging.

**4.4** Mildew, vermin, inherent vice.

**4.5** Deterioration of perishables.

**4.6** Insufficiency of insulation.

**4.7** Electrical or mechanical derangement unless caused by external means.

**4.8** Contamination.

**4.8** Shortage in weight, evaporation.

**4.9** Taint.

**4.10** Consequential loss and / or loss or market.

**4.11** Delay.

**4.12** Rust, oxidization, discoloration.

**4.13** Twisting and bending unless as a result of a road accident whilst in transit.

**4.14** Loss of or damage to goods or merchandise from:

- Vehicles or trailers or containers at the Assured's depot outside of normal working hours unless such vehicle or trailer or container is securely closed and locked with all keys removed and is garaged in a securely locked building or a fully enclosed and securely locked compound or a compound under constant surveillance.
- Vehicles or trailers or containers left unattended away from the Assured's depot (except whilst in the care of or under the control of sub-contractors) unless:
  1. Such vehicle or trailer or container is garaged in a securely locked building or parked in a fully enclosed and securely locked compound or a compound under constant surveillance  
and
  2. Such vehicle or trailer or container is securely closed and locked with all keys removed.

Nevertheless, between 06.00 and 21.00 hours only where the Assured is unable to comply with 1. above, liability for theft is covered unless consequent upon the failure of the Assured to take all reasonable safety and security precautions.

**4.16** Loss or damage to vehicles or trailers or other wheeled equipment or being used in the transport of goods, unless included specifically and described in the attached Policy Schedule.

In respect of loss or damage to any equipment hired by, on lease to or on loan to the Assured.

**4.17** In respect of Duty arising under a Bond between the Assured and the Revenue Authorities.

**4.18** Directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalization, requisition, destruction or damage to property by or under the order of Government or Public or local authority, or in consequence of strikes, lockouts, labour disturbances, riots and civil commotions.

**4.19** In respect of CMR Liability under the Convention on the Contract for the International Carriage of Goods by Road for Articles 7(3), 21, 24, 26, 38 and 40.

**4.20** In respect of Warehouseman's Liability arising or caused by (in addition to exclusions heretofore):

- Infidelity of the Assured's employees or agents.
- Shortage unless following forcible and violent entry to the warehouse.
- Any repairing, restoration or other process,
- Excluding rust oxidation and discolouration.
- It is noted and agreed that where the coverage afforded by this Policy is in respect of Refrigerated or Cold Store Warehousing the following exclusion and warranty shall apply:

**Exclusion**

This Policy does not cover liability for loss or damage caused by loss of power from outside sources.

**Warranty**

It is warranted that the refrigeration system shall be serviced at regular intervals by a reputable engineering company and in the event of loss proof of such servicing to be made available to the Insurers on request.

**4.21** Loss of or damage to drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless:

- The drugs shall be expressly declared as such in the Consignment Note and the name of the country from which and the name of the country to which they are consigned shall be specifically stated in the Consignment Note, and
- The proof of loss is accompanied either by a licence, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that importation of that consignment into the country has been approved by that Government, or alternatively, by a Licence, certificate or authorization issued by the Government from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government, and
- The route by which the drugs were conveyed was usual and customary.

**4.22** Failure of the Assured or their servants or agents to comply with any instructions in regard to the effecting of insurance cover on goods, merchandise or equipment.

**4.23** Loss of life or personal injury.

**4.24** Loss, Damage, and / or Consequential Loss or Legal Liability of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the total or partial failure of any computer or other equipment or system for processing storing retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether the property of the Assured or not and whether occurring before during or after the year 2000 to do all or any of the following

- To correctly recognize any date as its true calendar date.
- To capture save or retain and / or to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
- To capture save or retain or correctly process 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 or the inability to capture save retain or correctly process such data on or after any date.

**4.25 Marine Cyber Endorsement LMA5403 11/11/2019**

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.



#### **4.26 Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause CL 370 (10/11/2003)**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from:

- Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- Any chemical, biological, bio-chemical, or electromagnetic weapon.

#### **4.27 Termination of Transit Clause (Terrorism) JC2009/056 (01/01/2009)**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by:

- Any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted, or,
- Any person acting from a political, ideological or religious motive.

Such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, shall terminate either:

- As per the transit clauses contained within the contract of insurance, or
- On completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- On completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- When the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or,
- in respect of marine transits, on the expiry of 60 days after completion of discharge over side of the subject-matter insured from the oversea vessel at the final port of discharge,
- in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

#### **4.28 Communicable Disease Exclusion JC2020-11 (17/04/2020)**

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1. 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
  - 2.2. 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
  - 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

### **SECTION 5: PREMIUM**

The Premium is calculated on one or a combination of the following;

#### **Minimum Premium**

At the beginning of the period of insurance a Minimum Premium is charged for the exposure. No Return of the premium is due to you if the Policy is altered or cancelled during the period of insurance.

#### **Deposit Premium**

At the beginning of the period of insurance a premium is calculated based on the estimated turnover which reflects the exposure.

At the expiry of the period of insurance the actual turnover is declared and the premium is adjusted to reflect the actual exposure during the period of insurance.

#### **Flat Premium**

At the beginning of the period of insurance a premium is calculated. This premium will not be adjusted at the expiry of the period of insurance.



## **SANCTION LIMITATION AND EXCLUSION CLAUSE JC2010/014 (11/08/2010)**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 the (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.  
JC2010/014 (11/08/2010)

## **SEVERAL LIABILITY NOTICE:**

The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.

LSW1001 (Insurance) (08/94)

## **BROKER CLAUSE**

By signing this Policy the INSURED/CONTRACTING PARTY grants a mandate to the broking company indicated in the CERTIFICATE to represent them for the purposes of this policy.

Therefore

1. every communication made by the BROKER by THE COVERHOLDER is to be deemed as if made to the CONTRACTING PARTY/INSURED;
2. Every communication made by the BROKER of the CONTRACTING PARTY/INSURED to THE COVERHOLDER is to be deemed as if actually made by the CONTRACTING PARTY/INSURED;

The INSURERS grant the Company of THE COVERHOLDER appointment to receive and forward correspondent pertaining to this policy.

Therefore;

1. Every communication made to THE COVERHOLDER is to be deemed as if made to the INSURERS
2. Every communication made by THE COVERHOLDER is to be deemed as if made by the INSURERS



## **COOLING OFF PERIOD / RIGHT TO WITHDRAWAL**

Policyholders who are consumers for the purposes of the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 have the right to cancel their policy as set out in these Regulations

This means that a consumer may cancel their policy within 14 days of;

1. The date when the contract is entered into  
or
  2. The date on which the full terms and conditions of the policy have been received
- whichever is the later.

Withdrawal effectively means that no policy was ever in place, and you may exercise this right by notice in writing to your intermediary, quoting your policy number.

Should you exercise this right we will refund you the premium you have paid.

The right of withdrawal does not apply if the insurance cover is provided for is less than 1 month.

## **POLICY CANCELLATION AT ANY OTHER TIME**

**You** may cancel this policy at any time by writing to your insurance intermediary.

**We** may cancel the policy at any time by issuing a written notice to you or your insurance intermediary.

No matter who cancels the policy during the period of insurance no return of the premium will be due back to you due to the nature of this Policy.



## COMPLAINTS NOTICE

### Complaint handling arrangements

While we make every effort to deliver the highest quality of service possible, we recognise that, on occasion, we may make mistakes and fail to meet our own standards and the expectations of our customers. If this happens, we rely on our customers to bring this to our attention and to highlight any shortcomings in our service and to provide us with an opportunity to improve our service standards.

Any complaint should be addressed in the first instance to Tysers Ireland Limited T/A Tysers Underwriting, Castle House, Main Street, Rathfarnham, Dublin 14, Ireland.

If we are unable to resolve your complaint immediately, we will send you a written acknowledgement within two days of receipt. We will then investigate your complaint and, in most cases, send you a full response in writing within two weeks of receipt. In exceptional cases, where we are unable to complete our investigations within two weeks, we will send you a full written response as soon as we can, and in any event within four weeks of receipt of your complaint.

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

Financial Services and Pensions Ombudsman  
3<sup>rd</sup> Floor, Lincoln House  
Dublin 2  
Ireland  
Tel: + 3535 1 6 620 899  
Fax: +353 1 6 620 890  
Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

The complaints handling arrangements above are without prejudice to your rights in law.