



EXCESS LIABILITY INSURANCE POLICY WORDING

This Policy is underwritten by ERGO Versicherung AG.

ERGO Versicherung AG is part of the Munich Re Group,
one of the leading reinsurers and risk carriers worldwide.

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INTRODUCTION

This insurance is designed to provide indemnity in respect of certain liability exposures.

The parties have entered into this contract in good faith and understand their respective obligations. There are Obligations / Conditions (additional obligations/ conditions may also be imposed by endorsement) that are important to **Us** and which **We** rely upon **You** to comply with.

If **You** are a **Consumer**, the **Consumer** Insurance Contracts Act 2019 will apply to this **Policy**. If **You** are unsure as to whether a section applies to **You** as a **Consumer**, please contact **Your** insurance advisor.

With regard to the events that culminate in a loss **We** will not rely on a breach of an obligation / condition to decline a claim where **You** can prove that the breach could not have increased the risk of the type of loss which actually occurred in the circumstances in which it occurred.

The **Policy** defines what is covered under Section 1. Within this Section the extent of cover is explained together with obligations and exclusions specific to it.

General Exclusions applying to the **Policy** are set out in pages 26-30. **We** will not pay a claim if an exclusion(s) is applicable.

The General Conditions at page 30 set out certain rights of **You** and **Us** and include clauses that apply to the whole of the **Policy**.

The General Definitions at pages 4-9 provide the meaning to words and phrases wherever they appear in the **Policy**. **You** will see words in bold which highlight that for the purposes of this **Policy** they are a definition.

The **Schedule** attaching to this **Policy** will set out the period of this insurance and specify the Limits of **Indemnity**.

The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations/conditions on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find **Our** complaints procedure on page 19.

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any endorsements to ensure that the cover meets with **Your** requirements and **You** are able to comply with the terms, otherwise **You** should immediately advise **Your Broker** to request any variation to the cover or terms. **We** will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the **Policy** will remain unaltered unless **We** have agreed to a variation in writing.

Privacy Notice

The protection and security of **Your** personal data is very important to **Us**. Details are on pages 21-23.

GENERAL DEFINITIONS

Definitions are set out below unless otherwise shown. Any word or phrase, other than titles and paragraph headings, which has a definition is printed throughout this **Policy, Schedule** or any endorsement relating to this **Policy** in bold type. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

Aggregate

The maximum amount for all claims payable in respect of losses occurring during the **Period of Insurance** or a part of the **Period of Insurance** to which that aggregate limit is stated to apply.

Aircraft

Any vessel, craft, vehicle, drone, kite, hang-glider, balloon, or other appliance whether heavier or lighter than air which is used within or outside the Earth's atmosphere and includes any part and any component of these.

Bodily Injury

Death, injury, illness or nervous shock.

Broker

The insurance broker or adviser through whom **You** purchased this **Policy**.

Business

The business, as specified in the **Schedule** carried on in the **Territorial Limits** including the following activities:

- a) ownership use repair maintenance and decoration of premises occupied by **You**;
- b) repair or maintenance of vehicles or plant owned or used by **You**;
- c) the provision and management by **You** of canteen, social, sports, educational and welfare organisation(s) for the benefit of any **Employee** and first aid, fire, security and ambulance services;
- d) participation in exhibitions held in member countries of the European Union in connection with the **Business** specified in the **Schedule**; and
- e) private work undertaken for **You**, in connection with the **Business**, by any **Employee** or for any director or **Employee** with **Your** prior consent.

Building Works

Any works that include removal or alteration of load bearing walls, construction of new buildings and extensions, underpinning, demolition of the whole or any part of any Building, re-roofing and installation of cavity wall insulation at the premises occupied by **You**.

Compensation

The amount payable under the appropriate item specified in the **Schedule**.

Computer System

The words **Computer System** shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller

including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by **You** or any other party.

Contract Works

The temporary or permanent works executed or in the course of execution by **You** or on **Your** behalf, in the performance of any contract, including materials supplied, by reason of the contract and other materials or plant for use in connection therewith.

Consumer

You are a **Consumer** where **You** fall within the definition of that term as set out in the **Consumer Insurance Contracts Act 2019**.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

The words **Cyber Incident** shall mean:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

Damage / Damaged

Accidental tangible physical loss, damage or destruction.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Data Processing Media

Any property insured by this **Policy** on which **Data** can be stored but not the **Data** itself.

Death

Occurring within 12 months of Bodily Injury which is the sole and direct cause of death.

Employee

Any person who is:

- a) employed under a contract of service or apprenticeship with **You**;

- b) a labour master or person supplied by him;
- c) employed by labour only sub-contractors, but only whilst working for **You** and under **Your** control;
- d) self-employed and working for **You** and under **Your** control;
- e) hired to or borrowed by **You**;
- f) supplied to **You** for the purpose of study work or training experience;
- g) a prospective employee who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;
- h) a voluntary helper while working under **Your** supervision and control and in connection with the **Business**;
or
- i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the **Business** while they are engaged in that work.

Excess

The first part of any claim which **You** must pay. The applicable excess is stated in the **Schedule** if not stated in this **Policy**.

Indemnity / Indemnify

The principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the Limits of **Indemnity** as specified in the **Schedule**.

Insured Person

Any of **Your** directors, managers, partners or **Employees** aged not less than 16 years or more than 70 years.

Limit of Indemnity

The limit specified in the **Schedule** as applying to this **Policy** or items.

Offshore

From the time of embarkation by an **Employee** onto a vessel or **Aircraft** (including helicopters) for conveyance from land to an offshore installation or support or accommodation vessel until disembarkation by that **Employee** from a vessel or **Aircraft** (including helicopters) onto land upon return from an offshore installation or support or accommodation vessel.

Period of Insurance

The period from the effective date shown in the **Schedule** until midnight on the expiry date shown in the **Schedule**. This includes any subsequent period for which **We** may accept payment for renewal of this **Policy**.

Policy

All terms, provisions, exclusions, conditions and Limits of **Indemnity** set out in this document; and

- a) the **Schedule**, notices and other documents attaching from time to time; and
- b) all endorsements incorporated and issued for incorporation in this document all of which must be read together and constitute the contract of insurance.

Pollution

- a) **Pollution** or contamination by naturally occurring or manmade substances, forces, and organisms, including, but not limited to,
 - (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of **Terrorism**, and
 - (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
- b) all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.

Primary Policy

The insurance policy specified in the **Schedule** as the primary policy and which is not an excess insurance policy.

Principal

The other party to a contract or agreement for whom **You** are undertaking work or services or providing **Products** where that party is responsible for setting out the terms of the contract or agreement.

Products

Any tangible products or goods (including containers, labelling, instructions or advice provided in connection with those products or goods) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **You** in the course of the **Business**.

Professional Services

Works carried out in the scope of **Your** profession which arises out of a vocation, calling, occupation, or employment involving specialised knowledge, labour or skill. Including but not limited to the following:

- a) Preparation, approval, provision of or failure to prepare, approve, or provide any opinion, report, design, drawing, specification, recommendation, warning, manual or inspection;
- b) Installation, supervision, inspection, quality control, engineering or surveying activity or service, job site safety, or a selection of a contractor or subcontractor; or
- c) Monitoring, testing, or sampling service necessary to perform any of the services included in a) or b) above.

Property

Property which is both material and tangible.

Proposal

The **Proposal** Form, Statement of Fact, Declaration, Risk Presentation and any information supplied to **Us** by **You** or on **Your** behalf.

Re-roofing

Any works to any part of a roof that include the installation of a new roof, replacement of all or part of the existing roof or extensive patching repairs to the existing roof.

Schedule

The **Schedule** is part of this contract of insurance and contains **Your** details and the **Period of Insurance** and the Limits of **Indemnity**.

Territorial Limits

The Republic of Ireland and the surrounding territorial waters.

Terrorism

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

Total Underlying Limits

The combined limits of liability of the **Underlying Policies** specified as the “**Total Underlying Limits**” in the **Schedule**.

Underlying Insurers

The insurers of the **Underlying Policies**.

Underlying Policies

The **Primary Policy** and all policies providing indemnity in excess of the **Primary Policy** up to the **Total Underlying Limits**, as identified in the **Schedule** and/or in the information **You** have given us.

We/Us/Insurer/Our

- a) ERGO Versicherung AG.

You/Your

- a) The firm, company, entity or individual named in the **Schedule**.
- b) Any associated or subsidiary company of the policyholder provided it has been notified to and accepted in writing by **Us**.
- c) At **Your** request:
 - i) any director or **Employee** while acting on behalf of or in the course of their employment or engagement with **You** in respect of liability for which **You** would have been entitled to **Indemnity** under this **Policy** if the claim against that person had been made against **You**.
 - ii) any officer, member or **Employee** of **Your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity.
 - iii) any of **Your** directors, partners or senior officials in respect of private work carried out by any **Employee** for them with **Your** consent.
 - iv) any **Principal** for legal liability in respect of which **You** would have been entitled to **Indemnity** under this **Policy** if the claim had been made against **You** arising out of work carried out by **You** under a contract or agreement.
- d) **Your** personal representatives (in the event of **Your** death) in respect of liability incurred by **You**.

Provided that if **Indemnity** is extended to any party described in paragraphs c) i) to c) iv) above that party complies with the terms of this **Policy** so far as they can apply and in any event **Our** liability will not exceed the **Limit of Indemnity**.

CONTRACT OF INSURANCE

This **Policy** is a contract of insurance between **You** and **Us**. In return for the premium **You** have paid or agreed to pay shown in the **Schedule We** agree to insure **You**, in accordance with the terms, conditions and exclusions contained in or endorsed on this **Policy**, against legal liability **You** incur for accidents, happening during the **Period of Insurance**.

The following elements form the contract of insurance, please read them and keep them safe:

- **Your Policy, Schedule** and any endorsements;
- Any clauses endorsed on **Your Policy**, as set out in **Your Schedule**;
- Any changes to **Your** insurance **Policy** contained in notices issued by **Us** at renewal.

You should take the time to read all its terms, especially the conditions which **You** have to fulfil to ensure **Your** insurance remains valid and should the situation arise the reporting conditions that apply in the event of a circumstance(s) that may give rise to a claim under this **Policy**.

Important

By entering into this insurance contract **We** accept that **You** have made a reasonably clear and accessible presentation of the risk.

It is important that **You**:

- check that the Section **You** have requested is included in the **Schedule**;
- check that the information **You** have given **Us** is accurate – see the “Information **You** have given **Us**” Section on page 11;
- comply with **Your** duties under Section 1 and under the insurance as a whole.

If this **Policy** does not meet **Your** requirements, or if **Your** requirements change, **You** should contact **Your Broker** at **Your** earliest opportunity.

IMPORTANT INFORMATION

Information You have given Us

If **You** are a **Consumer**, **You** have an obligation in **Your Proposal** to provide responses to questions asked by **Us**, to answer any questions honestly and accurately and to avoid making misrepresentations otherwise **We** shall be entitled to remedy the position in accordance with the Claims and Remedy conditions on page 16 of this **Policy**.

If **You** are not a **Consumer**, **You** have a duty to avoid making misrepresentations and the obligation to disclose every material fact and circumstance (a fact or circumstance is material if it would influence **Our** judgement when considering whether to accept the risk and on what terms, conditions and premium). The duty of utmost good faith applies to **You** if **You** are not a **Consumer**.

If **You** are not a **Consumer**, the above obligations also apply to variations and continue throughout the **Period of Insurance** including any subsequent period(s) of insurance granted by **Us**. During the **Period of Insurance** **You** must notify **Us** of any circumstances or change that may affect the risk insured, and respond honestly and accurately to all questions asked by **Us** to **You**. This is without prejudice to **Your** duty of utmost good faith.

If **You** are a **Consumer**, **You** must notify **Us** during the **Period of Insurance** in writing of any change in the details provided to **Us** in **Your Proposal**.

Whether or not **You** are a **Consumer** **You** must notify **Us** as soon as is reasonably practicable of any changes in circumstances which may increase the possibility of loss, **Damage** or legal liability covered by this **Policy**. For example, **We** would need **You** to notify **Us** if:

- **You** change or expand **Your Business** activities stated in the **Schedule**;
- **You** let or sub-let **Your Premises**;
- any of **Your Employees** are to engage in work **Offshore**;
- **You** purchase a company, whether in its entirety or a part interest, and want or intend the activities of that company to be covered under this **Policy**.

These are just some examples and there may be other circumstances **We** would want **You** to tell **Us** about. If **You** are in any doubt, please contact **Your Broker** directly as failure to notify **Us** of any changes could lead to **Your Policy** being cancelled, or a claim rejected or not fully paid.

If **You** are unsure as to whether or not certain facts should be disclosed, please contact **Your Broker**.

If **You** do not disclose all information **Your** insurance may not cover **You** fully, or at all.

How to amend this insurance

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your Broker** as soon as reasonably practicable. If **You** need to change the information **You** have given **Us** because a mistake has been made or if that information changes at any time, please contact **Your Broker** as soon as reasonably practicable on becoming aware of that mistake or change.

REMEMBER - failure to notify **Us** of changes may affect any claim **You** make.

When **You** make a change to **Your Policy** or tell **Us** about a change to the information **You** have given **Us**, **We** or **Your Broker** will write to **You** if **We**:

- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

Renewal of this insurance

When **Your Policy** is due for renewal, **Your Broker** should write to **You** at least twenty (20) working days before the **Period of Insurance** ends with full details of **Your** next year's premium and **Policy** terms. **We** do not offer to renew it for **You** automatically. This means **You** need to confirm **Your** intention to renew before the **Policy** ends. If **You** do not want to renew the **Policy**, please contact **Your Broker**.

Occasionally, **We** may not be able to offer to renew **Your Policy**. If this happens, **We** will write to **Your Broker** at least twenty (20) working days before the expiry of **Your Policy** to allow enough time for **You** to make alternative insurance arrangements.

CANCELLATION PROCEDURE

How to cancel this insurance

To cancel this insurance (before, during or after the “cooling off period”) please give **Us** notice via **Your Broker** or in writing to **Our** address as stated in **Your Schedule**.

Cooling off period

You have fourteen (14) working days to make sure that **You** are happy with the cover provided. **You** can cancel the policy by telling **Us** in writing. This 14-day period, known as the ‘cooling-off period’, starts on the day **You** receive **Your Policy** following inception of the cover; or the date the **Period of Insurance** starts, whichever is later.

If **You** are a **Consumer**, **You** may cancel this **Policy** by giving notice in writing to **Us**, within fourteen (14) working days after the date when **You** are informed that the contract has been concluded.

After the cooling off period

If **You** cancel this **Policy** outside the statutory cooling off period there will be no return of any premium.

Our right to cancel this insurance

We may cancel this insurance where there is a valid reason by giving **You** thirty (30) days’ notice in writing by registered letter to **Your** last known address. If **We** cancel this insurance, **We** will pay **You** a refund of any premium paid as stated in “Return of premium” below. If **You** are a **Consumer**, **We** will also provide a reason for the cancellation.

Reasons **We** may decide to cancel **Your Policy** include if:

- a) there is a material change in **Your Business**;
- b) there is reasonable suspicion of fraud or where there has been misrepresentation of material information and/or other non-disclosure;
- c) the information that forms the basis of this contract changes;
- d) **You** do not co-operate or supply information or documentation that **We** request which materially affects **Our** ability to process the **Policy** or **Our** ability to defend **Our** interests;
- e) following a survey **We** have required **You** to make risk improvements and **You** have not completed these within a reasonable period of time advised by **Us**;
- f) the premium has not been paid;
- g) threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **Our** staff or suppliers.

Cancellation – instalment payments

If **You** pay **Your** premium by direct debit and there is any default in payment, **We** will contact **You** to request payment by a given date. If payment is still not received by this date, **We** may then cancel this insurance and a refund or credit of premium may not be due when cancellation takes place in these circumstances. If **You** are a **Consumer** and cancellation takes place in these circumstances **We** will only pay a refund or credit of premium as stated in “Return of premium” below, if **We** hold a balance of the premium for the unexpired term of the **Policy**.

Return of premium

If **You** have made a claim or there has been an incident which could give rise to a claim, **We** will not return any premium.

If this insurance is cancelled there will be no return of premium where the premium stated in the **Schedule** is a "minimum & deposit" otherwise provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **We** will return the premium stated in the **Schedule** less a deduction for the time for which **You** have been covered. This will be calculated on a proportional basis (for example, if **You** have been covered for 6 months, the deduction for the time **You** have been covered will be half the annual premium).

Administration fees

Insofar as permitted by law, an administration fee may be charged if **You** amend or cancel this insurance. Please refer to **Your Schedule** for further details if such fees are applicable. Additional fees may also be charged by the **Broker** who arranged this insurance for **You**. **You** should contact **Your Broker** should **You** have any queries regarding the fees payable.

CLAIMS PROCEDURE AND CONDITIONS

We aim to settle valid claims promptly and fairly in accordance with the cover provided by this **Policy**.

Your claim will be managed from within **Our** dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure **Your** claim is settled for the correct amount as quickly as possible.

How to make a claim

Contact:

Sedgwick Ireland
Merrion Hall
Strand Rd
Sandymount
Dublin D04 K744
Ireland

Email: ERGOclaims@ie.sedgwick.com

Telephone: +353 1 261 1231

In order to allow **Us** to review **Your** claim promptly, please provide as much information as possible when notifying a claim. In particular, **We** ask that **You** provide a copy of **Your Policy Schedule** and any relevant endorsements.

Your duties

If **You** are a **Consumer** and fail to comply with any notification period set out in this **Policy**, **We** will be entitled to refuse to indemnify **You** for non-compliance with such notification period on that ground alone unless **Your** non-compliance has not prejudiced **Us**.

Prejudice may include, without limitation, restricting or impeding **Our** ability to investigate or defend any claim by or against **You**, incurring or increasing any loss, damage, liability cost or payment that would not otherwise have been incurred or not occurred to the same extent and/or impeding or restricting the ability to obtain contribution from or to exercise subrogation rights against any other person (including any other insurer).

Claims Conditions 1 to 7 below are conditions precedent to **Our** liability under this **Policy**. If **You** do not comply with these conditions **We** shall be entitled to refuse indemnity under this **Policy**:

1. **You** shall notify **Us** as soon as reasonably practicable, but in any event within 14 days of discovery of an occurrence that could involve an amount in excess of 50% of the **Total Underlying Limits**;
2. **You** shall take all practicable steps to recover property lost and otherwise minimise the claim;
3. **You** shall give all information and assistance **We** may reasonably require in a timely manner or, if **You** are **Consumer**, cooperate with **Us** in the investigation of a claim, including by giving all information and assistance reasonably requested by **Us** in an honest and reasonably careful manner.
4. **You** shall forward every impending prosecution, inquest or fatal accident enquiry claim, summons or process and all documents relating to those must be forwarded to **Us**, unanswered if a claim for liability is made against **You**, as soon as reasonably practicable, but no later than fourteen (14) days after receipt;
5. **You** must not make any admission, offer, promise or payment exceeding the **Total Underlying Limits** without **Our** written consent;
6. **You** accept and acknowledge that **We** are entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Your** own benefit any claim for **Indemnity** or damages or otherwise exceeding the **Total Underlying Limits**;

7. **You** accept and acknowledge that **We** have full discretion in the conduct of any proceedings exceeding the **Total Underlying Limits** and in the settlement of any claim exceeding the **Total Underlying Limits**.

Claims and Remedy Condition

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **We** shall be entitled to:

- i) avoid the contract, refuse all claims, and
- ii) retain the premiums paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would not have been offered, to:

- i) avoid the contract, refuse all claims, and
- ii) return the premiums paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would have been offered on different terms, to

- i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- ii) reduce proportionately the amount to be paid on a claim if **We** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium.

“reduce proportionately” means that **We** need only pay on the claim X% of what otherwise **We** would have been under an obligation to pay under the terms of the **Policy** (or, if applicable, under the different terms provided for by virtue of paragraph i)), where:

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

Our Rights

We may at any time pay to **You** in connection with any claim or series of claims under this **Policy** to which an **Indemnity** applies the **Limit of Indemnity** (after deduction of any sums already paid) or any lesser amount for which those claims can be settled and upon payment being made, **We** will relinquish the conduct and control of and be under no further liability in connection with those claims except for the payment of defence costs incurred with **Our** consent before the date of payment (unless the **Limit of Indemnity** is stated to be inclusive of defence costs).

However, if **We** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the **Limit of Indemnity** and the balance of the amount required to dispose of the claim is insured either in whole or in part with defence costs payable in addition to the **Limit of Indemnity** under this **Policy** then **We** will also contribute **Our** proportion of subsequent defence costs incurred with **Our** consent.

Fraud

If **You** are a **Consumer** and **We** become aware that any claim made by **You** contains information that is false or misleading in any material respect and which **You** know to be false or misleading or **You** consciously disregard whether it is false or misleading, **We** shall be entitled to:

- a) refuse all liability to **You** in respect of the claim, and
- b) to terminate the **Policy**.

If **You** are a **Consumer** and **We** become aware that any claim is in any respect fraudulent **We** may, as soon as is practicable after becoming aware of that fact, notify **You** (on paper or on another durable medium) that **We**:

- a) refuse all liability to **You** in respect of any claim made from the date of the submission of the fraudulent claim,
- b) need not return any sums paid under the **Policy** and may recover from **You** any sums paid by **Us** to **You** in respect of the claim, and
- c) are treating the **Policy** as being terminated with effect from the date of the submission of the fraudulent claim.

If **You** are not a **Consumer** and if any claim made by **You** is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any loss be occasioned by the wilful act or with **Your** connivance then **We** shall be entitled:

- a) not to pay the claim,
- b) to recover from **You** any sums paid by **Us** to **You** in respect of the claim, and
- c) to treat this **Policy** as being terminated with effect from the time of the fraudulent act.

If the **Policy** is treated as having been terminated **We** shall be entitled to:

- a) refuse all liability to **You** under the **Policy** in respect of any relevant event occurring after the time of the fraudulent act, and
- b) not return any of the premiums paid under the **Policy**.

Underlying Insurers

Any refusal or inability to pay by any of the **Underlying Insurers** or the insolvency, bankruptcy or receivership of **You** or any of the **Underlying Insurers** will not operate to:

- a) reduce or exhaust the **Total Underlying Limits**; or
- b) increase **Our** liability under this **Policy**.

Costs and Expenses

In the event of a claim arising to which **We** may be liable to contribute, no costs or expenses must be incurred on our behalf without **Our** written consent being first obtained.

If **We** consent, **We** will contribute to the costs and expenses on the basis stated in the "Limit of indemnity" clause on page 25 of this **Policy**.

If it is possible to settle a claim before the case goes to court (whether by compromise or otherwise) for a sum not exceeding the **Total Underlying Limits**, **We** will not pay or contribute to any costs or expenses incurred and arising in the defence or settlement of that claim.

Other Insurances

This **Policy** does not cover or contribute towards any claim should any other insurance or **Indemnity** in **Your** favour be in force relative to that claim.

Subrogation

Any claimant under this **Policy** 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. If **You** are a **Consumer**, the subrogation rights under this section apply to the extent permitted under the **Consumer** Insurance Contracts Act 2019.

Recoveries

All recoveries or payments recovered or received by **You** and/ or the **Underlying Insurers** subsequent to the payment of a claim under this **Policy** will be applied as if recovered or received before that payment and all necessary adjustments will then be made between **Us**, the **Underlying Insurers** and **You**.

COMPLAINTS PROCEDURE

How to make a complaint

Our aim is to provide all **Our** customers with a first class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your Policy** or the handling of a claim, the details below set out some of the key steps that **You** can take to address **Your** concerns.

Where do I start?

If **Your** complaint is about the way in which the **Policy** was sold to **You** or whether it meets **Your** requirements, **You** should contact the **Broker** who arranged the **Policy** for **You**.

If **Your** complaint is about a claim, **You** should refer the matter to:

Sedgwick Ireland
Merrion Hall
Strand Rd
Sandymount
Dublin D04 K744
Ireland

Email: customerservices@ie.sedgwick.com

Telephone: **1800 300 030 (from ROI)**

If **Your** complaint is about anything else, **You** should refer it to the contact details as set out below:

ERGO Versicherung AG
c/o ERGO UK Specialty Ltd,
5th Floor, 1 Fen Court,
London, EC3M 5BN

E-mail: complaints@ergo-commercial.co.uk

Alternatively, **You** can ask **Your Broker** to refer the matter on for **You**.

Please quote **Your Policy** number in all correspondence so that **Your** concerns may be dealt with speedily.

What happens next?

If **We** are not able to resolve **Your** complaint satisfactorily by close of business of the third business day following, **We** will refer **Your** complaint to the Complaints Department at ERGO Versicherung AG care of ERGO UK Specialty Limited, who will send **You** an acknowledgement letter.

If **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Complaints Department by writing to:

Complaints Department,
ERGO Versicherung AG
c/o ERGO UK Specialty Limited,
5th Floor, 1 Fen Court,
London, EC3M 5BN.

Telephone: **+44 203 003 7130**

E-mail: complaints@ergo-commercial.co.uk

The Complaints Department will investigate **Your** complaint and will provide **You** with a written response within forty working days of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We**

need more time for **Our** investigation.

If You remain unhappy

If **We** have not resolved **Your** complaint at the end of forty working days, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Irish Financial Services and Pensions Ombudsman (contact details below).

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Irish Financial Services and Pensions Ombudsman may not adjudicate on a case where court proceedings are actively in progress.

The Financial Services and Pensions Ombudsman
3rd Floor Lincoln House
Lincoln Place
Dublin 2
D02 VH29

Phone: **+353 1 567 7000**

Email: **info@fspo.ie**

Further information is available from them and on **www.fspo.ie**

PRIVACY NOTICES

ERGO Versicherung AG - Privacy Notice

Information We process

You should understand that information **You** provide, have provided and may provide in future will be processed by **Us**, in compliance with applicable data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

“**We**”, in this privacy notice means ERGO Versicherung AG the controller of **Your** personal data. **We** have summarised the steps that **We** take to protect **Your** personal data here. For more detailed information, please see **Our** privacy notice which, can be accessed on **Our** website at <https://www.ergo-specialty.co.uk/policies/privacy-policy-republic-of-ireland> or contact **Us** using the details provided below.

Information containing personal data and special category personal data

Information **We** process in connection with this **Policy** may include personal data and/ or special category personal data. Personal data is information that can be used to identify a living individual e.g. name, address, driving licence, PRSI number or professional details. Personal data also includes information about an individual who can be identified through a work function or their title.

In addition, personal data may contain special categories of personal data; this can be information about **Your** health or personal data relating to any criminal convictions.

We will each hold and otherwise process such information in compliance with **Our** obligations under Irish data privacy laws for the purposes set out in this notice.

You should show this notice to any other party related to this **Policy** and to any individual (a data subject) whose personal data **You** share with **Us**.

If **You** supply **Us** with personal data and/or special category personal data of another data subject where consent is required to process that personal data and/or special category personal data, please ensure that **You** have fairly and validly obtained their consent for the processing of their personal data and/or special category personal data. Reference in this privacy notice to **You** shall be deemed to refer to any individual whose personal data is processed by **Us** under this **Policy**

Collecting electronic personal data

If **You** or any other party related to this **Policy** contact **Us** via an electronic method, **We** may record **Your** internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

How We use Your personal data

Your personal data and/or special category personal data may be used by **Us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims;
- prevent and detect crime (including fraud);
- offer renewals;
- develop new products; and/or

- conduct research (and for wider statistical purposes).

For information on the lawful grounds rely on to process personal and/or special category personal data, please see the privacy notice referred to above.

Who We share Your information with

We may pass **Your** personal data and/or special category personal data to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers. **We** may also share **Your** personal data and/or special category personal data with regulatory bodies as the Central Bank of Ireland for the purpose of administering and regulating **Your** insurance.

We may also share personal and/or special category personal data with law enforcement, fraud detection, credit reference and debt collection agencies and within the ERGO and Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop products and services;
- check that claims information matches what was provided when the insurance was taken out.

Except for the disclosures described above and in **Our** full privacy notice (please see the link above), **We** will not disclose **Your** personal data and/or special category personal data to anyone outside the ERGO/Munich Re Group of companies except:

- where **We** have **Your** permission or have identified an appropriate legal basis where the sharing of **Your** personal data and/or special category personal data is necessary;
- where **We** are required or permitted to do so by law;
- to other companies who provide a service to **Us** or **You**; and/or
- where **We** may transfer rights and obligations under the insurance.

The transferring of information outside the European Economic Area

In providing insurance services, **We** may transfer **Your** personal and/or special category personal data to other countries including countries outside the European Economic Area. If this happens **We** will ensure that appropriate measures are taken (which may include putting in place appropriate contractual arrangements) to safeguard **Your** personal and/or special category personal data.

Access to Your personal data

Individuals have a right to know what personal and/or special category personal data **We** hold about them. To exercise this right, please contact the Data Protection Officer at the address listed within this notice.

If **We** do hold personal data and or/special category personal data about **You We** will:

- give **You** a description of it;
- tell **You** why **We** are holding it;
- tell **You** who it could be disclosed to; and

- let **You** have a copy of the information in an intelligible form.

If an individual's information is inaccurate, the individual can ask **Us** to correct any mistakes by contacting **Our** Data Protection Officer.

Data subject rights

Under Irish data privacy laws, individuals have certain rights in relation to their personal data, including a right of access (see above), a right to correct or supplement inaccurate / incomplete information, a right to request the deletion of information, a right to request the suspension of the processing of the information, a data portability right and a right to object to **Our** processing of the personal information. These rights may only be available in certain circumstances and are subject to certain exemptions.

For more information about data subject rights, please see **Our** privacy notice (as referred to above) or contact **Us** using the details provided below.

Data Retention

We keep personal and/or special category personal data for as long as is reasonably required for the purposes explained in this notice. **We** also keep records – which may include personal and/or special category personal data – to meet legal, regulatory, tax or accounting needs. For example, **We** are required to retain an accurate record of **Your** dealings with **Us**, so **We** can respond to any complaints or challenges **You** or others might raise later. **We** will also retain files if **We** reasonably believe there is a prospect of litigation. The specific retention period for personal and/or special category personal data will depend on **Your** (and/or the relevant data subject's) relationship with **Us** and the reasons **We** hold the personal and/or sensitive personal information. Please contact **Us** using the details below for more information on specific retention periods.

Changes to this Notice

We keep **Our** privacy notice(s) under regular review. **We** would encourage **You** to check back regularly for updates. This privacy notice was last updated in December 2024.

Contacting Us

If **You** have any questions relating to the processing of **Your** information, contact:

Data Protection Officer,
ERGO Versicherung AG
c/o ERGO UK Specialty Limited,
5th Floor, 1 Fen Court,
London, EC3M 5BN.

Telephone: **+44 121 200 5825**

E-mail: **dataprotectionofficer@ergo-specialty.co.uk**

OTHER IMPORTANT INFORMATION

Choice of Law and Jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary stated on the **Schedule**, the laws of Ireland will apply and the parties submit to the exclusive jurisdiction of the courts of Ireland.

Language

The language of **Your Policy** and any communication throughout the duration of the **Period of Insurance** will be English.

Our Regulator

ERGO Versicherung AG is a German insurance company with its headquarters at ERGO-Platz 1, 40477 Düsseldorf. Registered No: HRB36466.

ERGO Versicherung AG is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from **Us** on request. ERGO Versicherung AG is authorised by the Central Bank of Ireland in Ireland and is regulated by the Central Bank of Ireland for conduct of business rules.

Payments

All payments which become due or payable to a person who is ordinarily resident in Ireland shall be payable and paid in Ireland

Rights of Third Parties

If **You** are a **Consumer** and **You** incur a liability covered by this **Policy** to a third party **Your** rights may transfer to and vest in the third party in the circumstances provided for by section 21 of Consumer Insurance Contracts Act 2019.

Sanctions

We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment 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 European Union, United Kingdom or United States of America.

Taxes

There may be circumstances where taxes may be due that are not paid via **Us**. If this occurs, then it is **Your** responsibility to ensure that these are paid direct to the appropriate authority. The stamp duty on this **Policy** has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

SECTION 1 – EXCESS OF LOSS INSURANCE

OPERATIVE CLAUSE

We will Indemnify You under this **Policy** against all sums which **You** may become legally liable to pay as damages or compensation in relation to the **Business** in the event of:

- i. accidental bodily injury to any person; or
- ii. accidental loss of or damage to property,

all as more specifically defined in and covered by the **Underlying Policies** in the manner and to the extent as stated in this **Policy**, occurring during the **Period of Insurance**.

Limit of Indemnity

Our liability to **You** is up to the **Limit of Indemnity** for all damages or compensation inclusive of costs and expenses provided always that:

- a) liability under this **Policy** will not attach unless or until the **Underlying Insurers** have paid or are liable to pay their limit of indemnity and **You** are judged liable to pay a sum which exceeds the **Total Underlying Limits**;
- b) costs and expenses must not be incurred on **Our** behalf without the written consent of Insurers being first obtained;
- c) in the event of the exhaustion of any **Aggregate** limit of indemnity of the **Underlying Policies** whether partial or total by reason of claims paid (or which the **Underlying Insurers** have been held liable to pay) **We** will:
 - i) in the event of partial exhaustion provide **Indemnity** in excess of the reduced **Total Underlying Limits**;
 - ii) in the event of total exhaustion of the **Total Underlying Limits**, continue this policy in force as the underlying policy and the terms and conditions of this **Policy** will continue to apply,

but the **Underlying Policies** will not be deemed to be partially or wholly exhausted by claims which would not be covered by this **Policy**.

GENERAL EXCLUSIONS

APPLICABLE UNLESS OTHERWISE STATED

Abuse

We will not **Indemnify You** against **Your** legal liability for physical, sexual or psychological abuse of any individual or group of individuals

Aircraft and Waterborne Vessels

We will not **Indemnify You** against **Your** legal liability arising out of the ownership, possession or use of any **Aircraft**, hovercraft, offshore installation or watercraft (other than hand-propelled or wind-powered watercraft whilst on inland waterways).

Asbestos

We will not indemnify **You** against any **Damage** or **Your** legal liability (including, for the avoidance of doubt, any liability to one or more of **Your Employees**) in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

Bodily Injury to Employees

We will not **Indemnify You** against **Your** legal liability for **Bodily Injury** or disease to any of **Your Employees** arising out of and in the course of employment by **You** in **Your Business**.

Building Works

Unless specifically agreed by **Us** in advance in writing, **We** will not **Indemnify You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused by or arising out of **Building Works**.

Computer Hacking or Misuse

We will not indemnify **You** against **Your** legal liability directly or indirectly caused by, happening through or resulting from actual or suspected computer hacking and/or computer misuse whether or not resulting in:

- a) actual or anticipated publication of data including but not limited to privileged information or sensitive personal data; or
- b) actual or suspected theft of data including but not limited to privileged information and sensitive personal data.

Computer Systems

We will not **Indemnify You** against **Your** legal liability arising out of failure of any **Computer System**, whether or not **Your Property**, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any **Computer System** relating to date or time compliance.

Contractual Liability

We will not **Indemnify You** against **Your** legal liability which is assumed by **You** under agreement unless liability would have arisen in the absence of that agreement.

Cyber and Data Exclusion

- 1) Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any:
 - i) **Cyber Loss**, unless subject to the provisions of paragraph 2;
 - ii) loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3,

regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3) This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss, Data** or **Data Processing Media**, replaces that wording.

Disease Exclusion

We will not Indemnify You against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

Due Care

We will not Indemnify You against **Your** legal liability caused by or arising out of the deliberate, conscious or intentional disregard of **Your** obligation to take all reasonable steps to prevent **Bodily Injury** or loss of or damage to **Property**.

Excess

We will not Indemnify You against **Your** legal liability for the first amount equal to the **Total Underlying Limits** stated in the **Schedule**.

Liquidated Damages and Contractual Remedies

We will not Indemnify You against **Your** legal liability arising out of clauses or warranties which pre-define and/or pre-agree compensation payable by **You** for loss, detriment, or injury to a person or a person's rights or property (including but not limited to liquidated damages clauses, penalty clauses or performance warranties) unless liability would have arisen in the absence of those clauses or warranties

Micro-Organism Exclusion

We will not indemnify You against any loss **Damage** claim cost expenses 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.

Northern Ireland Overriding Exclusion

We will not indemnify You against loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence directly or indirectly of:

- i) civil commotion;
- ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

In any action suit or other proceedings where **We** allege that by reason of the provisions of this exclusion any loss, destruction or **Damage** or consequential loss is not covered by this **Policy** the burden of proving that such loss is covered shall be upon **You**.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage** to property;
- ii) any loss of use occupancy or functionality;
- iii) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns or to comply with the advice or orders of any competent public or governmental authority or body.

This Exclusion replaces and supersedes any provision in this **Policy** that provides insurance, in whole or in part, for these matters.

Nuclear Energy Risks

We will not indemnify **You** in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy**, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i) nuclear reactors and nuclear power stations or plant;
- ii) any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste
- iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Pollution

We will not **Indemnify You** against **Your** legal liability caused by or arising out of **Pollution**, but **We** will **Indemnify You** against liability in respect of accidental **Bodily Injury** or accidental loss of or damage to **Property** caused solely by **Pollution** which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the **Period of Insurance** provided that:

- i) all **Pollution** which arises out of any one incident will be deemed to have occurred at the time that incident takes place;
- ii) **We** will not **Indemnify You** against liability in respect of **Pollution** happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and
- iii) nothing in these provisos will increase **Our** liability to pay more than the Limits of **Indemnity** specified in the **Schedule** in total in respect of damages costs fees and expenses-awarded against **You** during the **Period of Insurance**.

Prosecutions

We will not Indemnify You in respect of:

- a) legal costs and expenses incurred:
 - i) in the defence of any criminal proceedings brought against **You**; or
 - ii) in an appeal against a conviction arising from any criminal proceedings;
- b) any prosecution costs awarded against **You**; or
- c) costs and expenses of **Your** legal representation at an inquiry ordered under any legislation.

Punitive Damages, Penalties and Fines

We will not Indemnify You against **Your** legal liability for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.

Radioactivity

We will not indemnify You against loss, **Damage**, expense or **Your** legal liability directly or indirectly caused by or contributed by or arising from:

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv) 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; or
- v) any chemical, biological, bio-chemical, or electromagnetic weapon.

Road Traffic Act

We will not Indemnify You against **Your** legal liability arising from the ownership, possession or use of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.

Sonic Bangs Exclusion

We will not indemnify You against **Damage** caused by pressure waves caused by **Aircraft** or other aerial devices travelling at sonic or supersonic speeds.

Terrorism

We will not indemnify You against: loss, **Damage**, cost, or expense or **Your** legal liability directly or indirectly caused by or arising out of or in connection with **Terrorism** or any loss, **Damage**, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense or liability is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Tobacco

We will not **Indemnify You** against **Your** legal liability for death, disease, illness or injury directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture of tobacco products.

United States of America and Canada

We will not **Indemnify You** against **Your** legal liability:

- a) in respect of any judgment award or settlement made within; or
- b) in respect of any order made anywhere in the world to enforce, in whole or in part any judgment award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada other than in respect of liability arising out of temporary visits to:

- (i) the United States of America or Canada; or
- (ii) any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada;

in a non-manual labour capacity by **Your** directors or **Employees** normally resident in the **Territorial Limits**.

War

We will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

GENERAL CONDITIONS

Arbitration

If any difference shall arise as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. If agreement cannot be reached, either party may apply for an arbitrator to be appointed by the Chairperson of the Chartered Institute of Arbitrators Irish Branch. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**.

In the absence of agreement between **You** and **Us** as to the costs of the arbitration, those costs will be at the discretion of the arbitrator who will decide how much each of the parties in dispute must pay and to whom.

The seat of the arbitration will be in Dublin Ireland, and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in "Choice of Law and Jurisdiction" on page 24.

However: **You** may not need to engage in arbitration if **You** meet the criteria for the Financial Services and Pensions Ombudsman to deal with the dispute and **You** follow the complaints procedure, all of which is contained in "How to make a complaint" on page 19.

Adjustment of premium

Where the premium is provisionally based on **Your** estimates, **You** must keep accurate records and within ninety (90) days of the expiry of the **Period of Insurance** declare the actual values as **We** require.

The premium will then be adjusted and any difference paid or allowed to **You**, except that if the premium stated in the **Schedule** is expressed as "minimum and deposit" and the premium adjustment calculation results in an amount which is less than the "minimum and deposit" stated in the **Schedule** a rebate of premium will not be paid to **You**.

Failure to declare these particulars to **Us** will entitle **Us** to estimate those actual values if **We** so wish and to assess further premium payment due calculated on **Your** original estimated values.

Same terms

The same, terms, definitions, conditions and exclusions as were applicable to the **Underlying Policies** immediately before the happening of an accident will apply to this **Policy** in respect of that accident, except:

- a) in respect of the premium, settlements and the limits of indemnity;
- b) if the **Insured** is a **Consumer**, to the extent permitted by the **Consumer** Insurance Contracts Act 2019; and
- c) as otherwise stated elsewhere in this **Policy**.

Alteration in Risk

If **You** are a **Consumer**, **You** must notify **Us** within 3 days if:

- a) there is a material change in the risk which is the subject of the **Policy**;
- b) the **Business** is being wound up or carried on by a liquidator or receiver or permanently discontinued, or
- c) **Your** interest ceases except by will or operation of law,

(each of a) to c) an alteration) whereby the risk is taken outside that which was within the reasonable contemplation of the Parties when the **Policy** was concluded.

Irrespective of whether any such notification has been made (but without prejudice to **Your** obligation to make those notifications), **We** may refuse claims made by **You** where any alteration constitutes a change in the subject matter of the **Policy** and circumstances have so changed that it can properly be said by **Us** that the new risk is something which, on the true construction of the policy, the Parties did not agree to cover. The foregoing does not limit or exclude and is without prejudice to any other remedies that may be available to **Us**, under this **Policy** or otherwise, in connection with an alteration.

However, **We** agree not to refuse such claims if:

- i) **You** have notified such alteration in writing to **Us** in good time to enable **Us** to assess the alteration and the alteration is not of such a nature that, if the alteration had occurred prior to the commencement of this **Policy**, **We** would not have entered into this **Policy** on any terms; and
- ii) **You** have answered all reasonable questions that **We** may raise in connection with the alteration; and
- iii) **You** pay an appropriate additional premium if required by **Us** with effect from the date of the alteration;
- iv) **You** accept any additional terms that **We** impose, with effect from the date of the alteration.

If **You** are not a **Consumer You** must immediately notify **Us**:

- a) of any alteration or circumstance which materially affects the risks insured under this **Policy** and until **We** are advised of that alteration or circumstance and have expressly agreed in writing to accept liability for that altered risk and **You** have paid or agreed to pay the additional premium (if any) **We** will not be liable in respect of any claim or claims due wholly or partially to that alteration or circumstance.
- b) if:
 - i) the **Business** is being wound up or carried on by a liquidator or receiver or permanently discontinued;
or
 - ii) **Your** interest ceases except by will or operation of law,

otherwise the **Policy** will be treated as cancelled and all cover will terminate unless **You** have notified **Us** of any such alteration(s) described in i) – ii) above and at **Our** option **We** have agreed to vary the **Policy**.

Maintenance of the Underlying Policies

The **Underlying Policies** must be maintained in full effect during the **Period of Insurance** without reduction of coverage or limits of liability except for any reduction of any **Aggregate** limit of liability of the **Underlying Policies** solely by payment of claims by the **Underlying Insurers**.

If the **Underlying Policies** are not maintained in accordance with this condition, the **Policy** will be treated as cancelled and all cover will terminate unless **You** have notified **Us** and at **Our** option **We** have agreed in writing to vary the **Policy**.