

Professionals  
insurance

an post  
insurance

## Policy booklet



One Direct (Ireland) Limited, trading as An Post Insurance, is regulated by the Central Bank of Ireland. One Direct (Ireland) Limited is a wholly owned subsidiary of An Post. This Professionals Insurance Policy is underwritten by AXA Insurance dac.



Policy Document  
October 2020

# Professionals Insurance



# Useful phone numbers

## Claims

If you want to make a claim, please phone this number day or night.

**+353 (1) 858 3233**

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# Welcome to AXA

Thank **you** for choosing AXA as **your** insurer. We are one of the largest insurance groups in the world.

Here in Ireland, we have insured commercial property for more than 250 years.

**You** chose **us** because **you** need protection. **You** also want a level of service second to none and, if **you** need help with claims, we will be there when **you** need **us** most.

This is **your policy** document. It is the contract that we have made with each other. We appreciate insurance can be a complicated business so we have designed the layout to make it as easy as possible to follow.

Please read it carefully and if **you** have any questions, please contact **your** Broker or **your** local AXA Insurance office.

# Your Policy

## Your policy

Welcome to **your** AXA Professionals policy and thank **you** for choosing AXA.

The information **you** have given forms part of the contract of insurance with **us**. **Your** policy, policy schedule and endorsements are evidence of that contract. **You** should read these carefully and keep them in a safe place.

In return for having accepted **your** premium **we** will provide insurance as described in the following pages of **your** policy.

**Your** policy wording is divided into a number of sections and must be read together with **your** policy schedule. Where a section does not apply **your** policy schedule will state that cover is 'Not Insured'.

On behalf of AXA Insurance dac



Phil Bradley, Chief Executive,  
AXA Insurance dac

Registered number 136155. Registered office  
Wolfe Tone House, Wolfe Tone Street, Dublin 1

## Important

**We** recommend **you** read this policy with **your** policy schedule to make sure that it meets **your** needs. If **you** have any questions please contact **us** or **your** insurance broker.

Please read the complaints procedure in the Caring For You section.

**We** have designed **your** policy booklet to help **you** understand the cover provided. **You** will find the following headings on many pages:

## What is covered

Under this heading **we** give detailed information on the insurance provided and this must be read with '**What is not covered**' at all times.

## What is not covered

Under this heading **we** draw **your** attention to what is not included in **your** policy.

## The law that applies to this policy

This policy shall be governed by and construed in accordance with the laws of The Republic of Ireland.

**AXA Insurance dac**

**Registered number 136155**

**Registered office Wolfe Tone House,**

**Wolfe Tone Street,**

**Dublin 1**

# Definitions

These definitions apply throughout the policy booklet. Additional definitions exist for the Personal accident and Professional indemnity sections.

Where **we** explain what a word means that word will be highlighted in bold print and will have

the same meaning wherever it is used in the policy.

The definitions are listed alphabetically:

## Asbestos

Asbestos or asbestos fibres or derivatives of asbestos or any material containing asbestos.

## Claims costs

1. All costs and expenses incurred by **us** or by **you** with **our** written permission in connection with the investigation defence or settlement of any claim against **you** which this policy covers.
2. If the following people attend court in connection with a claim we will also pay compensation to **you** at the following daily rates for each day attendance is requested:
  - a) any partner principal or director €250
  - b) any **employed person** € 150

## Employed person(s)

Any person while working for **you** in connection with **the business**:

1. under a contract of service or apprenticeship with **you**
2. who is hired or lent to **you** or borrowed by **you**
3. under a work experience training scheme
4. supplied to **you** or employed by **you** for labour only
5. who is self-employed and working under **your** control or supervision
6. on a voluntary basis

## Event

Any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause.

## Excess

The amount **you** must pay as the first part of each claim made.

## Injury

Bodily injury death illness disease or nervous shock.

## Offshore

On or working from or travelling by sea or air to from or between an offshore rig platform or similar offshore installation.

## Pollution or contamination

Pollution or contamination of buildings or other structures or of water land or the atmosphere.

Loss damage or **injury** directly or indirectly caused by such pollution or contamination.

## Territorial limits

Anywhere within the Republic of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man other than offshore.

## Terrorism

Any act of a person or group directed towards the overthrowing or influencing of any government

or putting any section of the public in fear by threat force or violence.

## The business

Business activities clearly stated on your policy schedule under Business Description and:

1. providing and managing the sports social educational and welfare organisations set up for **your employed persons** and first aid ambulance fire and security services
2. owning repairing maintaining and decorating **your** own property or premises **you** use
3. maintaining and repairing vehicles and machinery owned or used by **you**
4. private work by any **employed persons** for any director partner or senior official as long as this work is done with **your** prior permission

**The business** must be based in the Republic of Ireland. Any changes to the business activities must be advised to AXA immediately.

## Virus or similar mechanism

Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self replication or not including but not limited to trojan horses worms and logic bombs.

## We/us/our

AXA Insurance dac.

## You/your/yourself

The person people or company shown in the schedule as the Insured.



# General Conditions

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

1. Cancel **your policy**
2. Declare **your policy** void (treating **your** policy as if it had never existed)
3. Change the terms of **your policy**
4. Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact.

Where **your policy** contains conditions that specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim **you** will be covered, and we will pay **your** claim, if **you** are able to prove that the non-compliance with the condition could not have increased the risk of the loss which actually occurred in the circumstances in which is occurred.

## 1. Change in risk condition

**You** must tell **us** as soon as possible during the **period of insurance** of any change to the business in the person, firm, company or organisation shown in **your** schedule as the insured to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

Any change that was not within the reasonable scope of the agreed business may not be accepted by **us** and claims may not be paid. In this case **your policy** will come to an end from the date of the change unless we agree in writing to accept an alteration

**We** do not have to accept any request to vary **your policy** if it is deemed to change the scope of the agreed contract. If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

## 2. Business Failure

This **policy** will automatically cease if the Business is wound up, carried on by a liquidator or receiver, or permanently discontinued.

## 3. Claims procedure

- a) **You** must give **us** notice as soon as practical of any event which might lead to a claim under this policy. **You** must give **us** all the information **we** need and send us every letter writ summons or other document. **You** must tell **us** about any prosecution inquest or fatal accident inquiry or dispute for referral to adjudication in connection with any event for which there may be liability under this policy.
- b) **You** must not admit liability or agree to accept the decision of any adjudication without **our** written permission. **We** will be entitled to take over and carry out in **your** name the defence or settlement of any claim and to prosecute at **our** own expense and for **our** own benefit any claim for indemnity or compensation against anyone else.

#### 4. Reasonable precautions

**You** must take all reasonable steps to prevent accidents **injury** or loss of or damage to **your** property or the property of others.

#### 5. Basis of rating

- a) The premium is based on the total number of people shown in **your** policy schedule. **You** must tell **us** immediately if this number changes and pay any extra premium which may be necessary.
- b) If **employed persons** are engaged in connection with **the business** on a temporary basis **you** must allow for such persons under the total number of people shown in **your** policy schedule. However if the total number of working days for all temporarily **employed persons** in any one period of insurance is less than 50 days cover will automatically be provided and **you** do not need to tell **us**.

#### 6. Fraud

If a claim is made **you** and anyone acting on **your** behalf must not act dishonestly in any way or provide false information.

#### 7. Cancellation

1. **We** can cancel your policy at any time during the **period of insurance** by giving 14 days written notice to your last known address. Where **your policy** is cancelled in accordance with either of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

You can cancel the Policy within fourteen days of the date of the first period of insurance which is the “cooling off period”.

2. If you cancel during the cooling off period, You will be entitled to a full return of the premium paid provided:
  - i) no claims made under the policy where we have made a payment.
  - ii) no claims made under the Policy that are still under consideration.
  - iii) no incidents likely to give rise to a claim but not yet reported to us.

**You** may also cancel **your policy** at any other time during the **period of insurance**. **We** will refund part of the premium paid, proportionate to the unexpired **period of insurance**.

3. We can cancel your policy immediately, without giving you notice if the premium has not been paid. If a claims has been made or there has been any incident likely to lead to a claim during the current period of insurance, the annual premium remains due in full. We will only refund premium provided that no claim has been paid or is outstanding in the current period of insurance.

Cancellation of **your policy** will not affect any claims or rights you or we may have before the date of cancellation.

We do not have to offer renewal of your policy and cover will cease on the expiry date.

#### 7. Contractual duties and proportionate remedies

**You** have a duty prior to the start of **your** policy, prior to any variation made during the **period of insurance** and prior to each renewal, to respond

to all questions posed by **us** with complete honesty and with reasonable care.

If **you** respond to the questions posed by **us** in a negligent manner, without complete honesty and/or reasonable care, then we can elect one of the following remedies:

**We** will avoid the contract and refuse all claims, if **we** would not have entered into this contract based on honest and accurate information. **We** will return any premium paid; or

**We** will treat **your** policy as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** responded honestly to the questions posed to **you**; or

**We** will reduce proportionately any amount paid or payable in respect of a claim under **your** policy using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** responded honestly to questions posed to **you** and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable.

## 8. Instalments

If the premium on this policy is paid by **our** instalment plan and **you** do not pay each instalment on the due date all cover under the policy is cancelled from the date the instalment was due.

If the premium on this policy is paid by **our** instalment plan and during the current period of insurance:

- a claim has been made under the policy for which **we** have made a payment
- a claim has been made under the policy which is still under consideration
- an incident has happened which is likely to lead to a claim but is yet to be reported to **us**

the annual premium remains due in full.

In this case monthly collections must continue or a one-off payment agreed to settle the outstanding amount.

If the annual premium is not paid in full **we** may take any outstanding instalments from any claim payment that may be due to **you** or payable on **your** behalf. **We** will keep any instalments taken before the cancellation notice for the instalment agreement. Any refund of premium will be for any collections taken between the time of the notice and cancellation.

## 9. Non-disclosure/misrepresentation

**You** must disclose all facts and information that might be relevant to **our** assessment of the risk and all material representations made to **us** must be true and accurate otherwise **we** are entitled to treat the insurance as if it had never existed.

## 10. Other insurance

If at the time of any incident which results in a claim under this policy there is any other insurance covering the same legal liability loss or damage **we** will not pay more than **our** rateable proportional share.

# Exclusions

**Your** policy is subject to exclusions and these tell **you** what is not covered.

General exclusions are set out below and apply throughout **your** policy under more than one section of cover.

Where exclusions apply to one specific section of **your** policy they are stated in 'What is not covered' under that section.

Additionally exclusions may be applied by endorsement and if so they will be stated in **your** policy schedule.

## General exclusions

**We** will not pay for:

### 1. Radioactive contamination

- a) loss or damage to any property or any loss or expense resulting or arising from or any consequential loss and
- b) any legal liability directly or indirectly caused by or contributed to by or arising from:
  - i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component

### 2. War risk

any loss damage or liability occasioned by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power.

### 3. Date recognition

failure by equipment (including hardware or software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

### 4. Terrorism

any loss damage cost or expense directly or indirectly caused by resulting from or in connection with terrorism.

### 5. Firearms

Injury or loss or damage arising from your ownership possession or use of any firearm or sporting gun.

### 6. Fraud and dishonesty

damage which results from acts of fraud or dishonesty by you, your employees or any other person who is responsible for the property or results from voluntarily parting with title or possession of any property as a result of a fraudulent scheme, trick, device or false claim.

### 7. Cyber Risks

liability loss or destruction of or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of Yours or not where such loss destruction or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking but this shall not exclude Damage not otherwise excluded which itself results from a Defined Peril save in respect of malicious persons other than thieves For the purposes of this Exclusion the following Definitions apply

#### Definitions

- i) Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving selfreplication or not This definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs
- ii) Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

## SECTION 1

# Public liability

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## What is covered

### 1. Legal liability and claims costs

**We** will pay up to the limit of indemnity if **you** become legally liable to pay damages and or claimants costs and expenses in respect of accidental:

- a) **injury** to any person
- b) loss of or damage to material property
- c) obstruction trespass nuisance or interference with any right of way air light or water
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy

occurring within the **territorial limits** during the period of insurance in connection with **the business** including legal liability caused by the nature or condition of anything supplied by **you** in the course of the business.

**We** will also pay **claims** costs.

### 2. Safety legislation costs

**We** will cover **you** and if you ask any director or partner of **yours** or any **employed persons** against costs and expenses **we** approve and costs awarded against **you** or any director or partner of **yours** or **employed persons** arising in connection with a prosecution (including appealing against any judgement given) brought for breach of

- i) the Safety Health and Welfare at Work Act 2005
- ii) Consumer Information Act 1978
- iii) the Food Safety Authority of Ireland Act 1998

**We** will not cover proceedings:

- a) as a result of a deliberate act or failure

- b) unless arising from an incident which happens during the period of insurance in the course of **the business** and which directly relates to a claim or potential claim under this section.

**We** will not cover fines and penalties.

### 3. Manslaughter costs

**We** will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against

- a) legal costs and expenses **we** approve in
- i) the course of an investigation leading to the offence of
- ii) defending the Insured against criminal proceedings in connection with a charge of
- iii) an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the period of insurance which may be the subject of indemnity under the policy

- b) prosecution costs awarded as a result of any conviction for such an offence

The maximum amount we will pay in total during any one period of insurance is €250,000

**We** will not pay

- i) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **us**
- ii) fines or penalties or the cost of implementing any remedial order or publicity order
- iii) costs and expenses of an appeal unless advice has been obtained from a Senior Counsel that such appeal has strong prospect of success
- iv) costs and expenses of an appeal against any fine penalty remedial order or publicity order
- v) costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- vi) costs and expenses insured by any other policy

- vii) costs and expenses of any investigation or prosecution brought other than under the laws of the Republic of Ireland.

### 4. Additional persons

If **you** ask **we** will also provide cover for:

- a) i) any director or partner of **yours**  
ii) any **employed persons**

against legal liability which **you** would have been entitled to be covered for under this section if the claim had been made against **you**

- b) i) any officer or member of **your** sports social educational or welfare organisations set up for the benefit of **employed persons**  
ii) anyone authorised by **you** to provide first aid ambulance fire or security services

against legal liability arising from providing such services or facilities

- c) any director partner or senior official in respect of private work undertaken by **employed persons** with **your** consent
- d) any director or partner of **yours** or any **employed person** or their spouse or civil partner against legal liability incurred in a personal capacity in connection with a temporary visit outside the **territorial limits** other than legal liability arising out of the ownership or occupation of land or building
- e) anyone for whom **you** are carrying out a contract in respect of legal liability arising out of the performance by **you** of the contract but only to the extent agreed under the contract
- f) legal personal representatives in the event of the death of any person entitled to indemnity under this section but only in respect of liability incurred by such deceased person

**We** will only provide cover if:

- i) each person who is covered under this section keeps to the terms exclusions and conditions
- ii) **we** have control of all claims

If **we** have to provide cover for more than one person **we** will not pay more than the limit of indemnity.

#### Limit of indemnity:

The amount of the limit of indemnity is set out in **your** policy schedule.

- a) This is the maximum amount **we** will pay in respect of any one **event**.
- b) **We** will pay **claim costs** in addition to the limit of indemnity
- c) The cover will apply to each Insured named in the schedule as if a separate policy had been issued to each. If **we** cover more than one Insured **our** liability will not be more than the limit of indemnity
- d) **We** may at any time pay the limit of indemnity (after taking off any amount or amounts already paid) or any lesser amount for which a claim or claims can be settled. **We** will have no further liability in respect of such claim or claims except for **claims costs** incurred before the date of payment
- e) **We** will treat the limit of indemnity as the maximum total limit for all claims and **claims costs** during the period of insurance in connection with **pollution or contamination**. Upon paying the limit of indemnity in respect of one or more such claims **we** will have no further liability in respect of **pollution or contamination** during the period of insurance.
- f) We will treat the limit of indemnity as the maximum total limit for all claims and claims costs during the period of insurance in connection with the legal liability caused by the nature or condition of anything supplied by **you** in the course of the business. Upon paying the limit of indemnity in respect of one or more such claims we will have no further liability in respect of liability caused by the nature or condition of anything supplied by **you** during the period of insurance.

## What is not covered

**We** will not pay for:

### 1. Excess

the **excess** shown in **your** policy schedule for loss of or damage to property.

### 2. Injury to employed persons

**injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

### 3. Liability arising outside the territorial limits

legal liability arising outside the **territorial limits** except in respect of temporary visits

- a) to other member countries of the European Union
- b) elsewhere in the world where no manual work is involved undertaken by **you** or any person normally resident within the **territorial limits** on **your** behalf

### 4. Liability arising offshore

legal liability arising in connection with any person while **offshore**.

### 5. Property under your control

loss or damage to property owned by **you** or which is held in **your** care custody or control.

This exclusion does not apply to:

- a) premises which are leased let rented hired or lent to **you** as long as a tenancy or other agreement does not
  - i) give rise to legal liability that would not have attached in the absence of such agreement
  - ii) say that loss or damage must be insured under a property insurance policy arranged by **you** or on **your** behalf
- b) premises including contents which are not owned or rented by **you** where **you** are temporarily carrying out work in connection with **the business**
- c) **employed persons** or visitors vehicles or effects while on **your** premises

## 6. Aircraft and watercraft

legal liability arising from **you** owning possessing or using any:

- a) aircraft
- b) watercraft or hovercraft (other than watercraft not exceeding 8 metres in length or any hand propelled boat or pontoon)

## 7. Motor vehicles

legal liability arising from any mechanically propelled vehicles or trailers attached to them:

- a) in circumstances where it is compulsory that **you** have insurance or security under Road Traffic Act legislation or where insurance is provided by another policy
- b) whilst taking part in competitive sport or trials or tests
- c) outside the **territorial limits**

## 8. Damage to works/rectification of defects

- a) loss of or damage to goods or materials supplied or for use by **you** or which form part of work that **you** are carrying out or have completed. This exclusion will not apply to goods or materials forming part of work completed by **you** under a separate previous contract
- b) the cost or value of any defective harmful or unsuitable goods materials or work supplied used or undertaken
- c) expenditure incurred by anyone in
  - i) investigating or providing a remedy for
  - ii) removing reinstating replacing reapplying or rectifying

any defective harmful or unsuitable goods materials or work supplied used or undertaken

## 9. Recall/refunds

loss or expenditure incurred by anyone in recalling modifying disposing of or making a refund in respect of goods or materials supplied or used.

## 10. Design and advice/treatment

legal liability arising from:

- a) advice instruction consultancy design formula specification inspection certification or testing undertaken or given for a fee
- b) physical mental or cosmetic treatment of any person (other than first aid treatment)

## 11. Pollution and contamination

legal liability arising from **pollution or contamination** other than caused by a sudden and unexpected incident which takes place at a specific time and place during the period of insurance. All **pollution or contamination** which arises out of one incident will be considered to have happened at the time the incident takes place.

## 12. Asbestos

legal liability in any way arising from or contributed to by:

- a) inhalation or ingestion of **asbestos**
- b) exposure to or fear of the consequences of exposure to **asbestos**
- c) the presence of **asbestos** in any property or on land
- d) investigating managing removing controlling or remediation of **asbestos**

## 13. Liability under agreement

legal liability assumed under agreement unless **you** allow **us** to undertake the conduct and control of claims.

## 14. Fines and penalties

liquidated damages fines or penalties.

## 15. Hazardous locations

legal liability arising in connection with work undertaken in or on:

- a) aircraft or watercraft
- b) airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access



## **16. Legal Liability**

legal liability caused by the nature or condition of anything supplied by you in connection with the business which is directly or indirectly exported to the United States of America or Canada.

## **17. Property Used Elsewhere**

- a) We shall not be liable for Injury loss or damage arising from the use of land or buildings owned or rented by You and not forming part of the Premises as described in the Schedule.
- b) We shall not be liable for Injury loss or damage arising from any premises owned or business conducted from outside the Republic of Ireland.

## **18. Overseas establishment**

We shall not be liable for claims caused by or arising from any associated or subsidiary company of yours, or any of your branch offices, or any representative of yours with power of attorney, registered, having premises or resident outside the policy territories.

**SECTION 2****Personal Accident**

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**Definitions**

Where **we** explain what a word means that word will appear in bold print and will have the same meaning wherever it is used in this section. These definitions are in addition to the general Definitions that have already been described elsewhere in the policy booklet.

**Bodily injury**

A physical **injury** caused by an identifiable accident which within 12 months of the accident results in death disability or loss described under 'What is covered'.

**Insured person**

Each of **your** principals partners or directors under 75 years of age

**Loss of limb**

Total loss by physical separation or permanent loss of use at or above the wrist or ankle.

**Loss of sight**

Total and irrecoverable loss of sight in one or both eyes.

**Permanent total disability**

Disability which having lasted for a continuous period of 2 years prevents the **insured person** from doing any work and that in the opinion of an independent medical referee will not improve.

**Temporary total disability**

Disability which temporarily prevents the **insured person** from pursuing their normal occupation.

**What is covered**

**We** will pay the benefits set out in **your** policy schedule to the **insured person** (or their legal representatives) if during the period of insurance they suffer **bodily injury**

## Benefit A

- Death
- **Loss of sight**
- **Loss of limb**
- **Permanent total disability**

**We** will not pay benefits for more than one of the benefits shown.

Benefit A will only be payable if **bodily injury** arises out of the **insured person's** occupation in the course of **the business**.

## Benefit B

Temporary total disability

Benefit will be paid for a maximum of 104 weeks from the date of disability excluding the first 14 days of disability.

Payments under Benefit B will stop as soon as Benefit A becomes payable or the insured person is able to work (whether full-time or part-time).

Any payment made for Benefit B will be deducted from the payment made for Benefit A.

## What is not covered

We will not pay for:

### 1. Self inflicted injury

self inflicted **bodily injury** deliberately caused by the **insured person** except in an attempt to save someone's life.

### 2. Pre-existing injury

**bodily injury** arising from or contributed to by any physical or mental condition which the **insured person** is or has been suffering from at any time during the two years before:

- a) the start of this section or
- b) commencement of cover for such **insured person**

### 3. Illness/gradual causes

**bodily injury** due to sickness or disease or any gradually developing bodily deterioration.

### 4. Alcohol/drugs

bodily injury arising from or contributed to by the use of alcohol or drugs (other than drugs

taken under medical supervision and not for treating drug addiction)

## 5. Hazardous pursuits

**bodily injury** caused by engaging in or practising for:

- a) aeronautics or aviation other than as a fare paying passenger of a properly licensed passenger aircraft
- b) motor or horse racing rugby soccer gaelic football hurling camogie motor cycling or pillion riding or underwater activities involving the use of breathing apparatus
- c) mountaineering rock climbing or potholing
- d) any sport undertaken on a professional or semi-professional basis
- e) operational duties as a member of the Armed Forces

## 6. Terrorism

**bodily injury** arising directly or indirectly from **terrorism**

## Conditions relating to benefit payments:

- 1 The maximum amount **we** will pay under Benefit B will not be more than 75% of the average weekly income of the **insured person** (excluding overtime commission and bonuses) over the 12 months prior to the benefit becoming payable
- 2 **We** will not presume accidental death if the **insured person** disappears
- 3 If an **event** happens which may lead to a claim under this section the **insured person** must go to a qualified medical practitioner as soon as possible
- 4 The **insured person** must give **us** reports certificates and information **we** ask for in support of a claim. The **insured person** must have a medical examination at **our** expense if **we** ask
- 5 **We** do not have to accept or be affected by any trust charge or assignment relating to this insurance.

**SECTION 3****Employers' Liability****Contents of this section**

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**What is covered****1. Legal liability and claims costs**

**We** will pay up to the limit of indemnity if **you** become legally liable to pay damages and/or claimants costs and expenses together with **claims costs** in respect of **injury** to any **employed person** normally resident in the Republic of Ireland caused within the **territorial limits** during the period of insurance in connection with **the business**.

**2. Safety legislation costs**

**We** will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against costs and expenses **we** approve and costs awarded against **you** or any director or partner of **yours** or **employed persons** arising in connection with prosecution (including appealing against any judgement given) brought for breach of the Safety Health and Welfare at Work Act 2005

**We** will not cover proceedings:

- a) as a result of a deliberate act or failure
- b) unless arising from an incident which happens during the period of insurance in the course of **the business** and which directly relates to a claim or potential claim under this section.

**We** will not cover fines and penalties.

**3. Manslaughter costs**

**We** will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against

- a) legal costs and expenses **we** approve in
  - i) the course of an investigation leading to the offence of
  - ii) defending the Insured against criminal proceedings in connection with a charge of

- iii) an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the period of insurance which may be the subject of indemnity under the policy

- b) prosecution costs awarded as a result of any conviction for such an offence

The maximum amount we will pay in total during any one period of insurance is €250,000

**We** will not pay

- i) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **us**
- ii) fines or penalties or the cost of implementing any remedial order or publicity order
- iii) costs and expenses of an appeal unless advice has been obtained from a Senior Counsel that such appeal has strong prospect of success
- iv) costs and expenses of an appeal against any fine penalty remedial order or publicity order
- vi) costs and expenses insured by any other policy

#### 4. Additional persons insured

If **you** ask **we** will also provide cover for:

- a) i) any director or partner of **yours**
- ii) any **employed persons**

against legal liability which **you** would have been entitled to be covered for under this section if the claim had been made against **you**

- b) i) any officer or member of **your** sports social educational or welfare organisations set up for the benefit of **employed persons**
- ii) anyone authorised by you to provide first aid ambulance fire or security services

against legal liability arising from providing such services or facilities

- c) any director partner or senior official in respect of private work undertaken by **employed persons** with **your** consent
- d) anyone who **you** are carrying out a contract for in respect of legal liability arising out of the performance by **you** of the contract but only to the extent agreed under the contract.
- e) legal personal representatives in the event of the death of any person entitled to indemnity under this section but only in respect of liability incurred by such deceased person

**We** will only provide cover if:

- i) each person who is covered under this section keeps to the terms exclusions and conditions
- ii) **we** have control of all claims

If **we** have to provide cover for more than one person **our** liability for any one **event** will not be more than the limit of indemnity specified in the policy schedule.

#### 5. Injury to working partners

If **you** are a working partner the cover will apply as though **you** were an **employed person** as long as:

- a) **injury** is sustained while **you** are working in connection with **the business**
- b) **injury** is caused by another partner or **employed person** while working in connection with **the business**
- c) **you** have a valid right of action for negligence against the other partner or **employed person**

Limit of indemnity:

The amount of the limit of indemnity is set out in **your** policy schedule:

this is the maximum **we** will pay in respect of any one **event** inclusive of **claims costs**

#### What is not covered

**We** will not pay for:

##### 1. Road Traffic Act legislation

legal liability in respect of **injury** to any **employed person** when they are carried in or on or getting into or out of a vehicle where

compulsory insurance or security is needed under Road Traffic Act legislation.

## **2. Liability arising outside the territorial limits**

legal liability in respect of **injury** to any **employed person** arising outside the territorial limits except in respect of temporary visits elsewhere undertaken by any employed person normally resident within the territorial limits.

## **3. Liability arising offshore**

legal liability in respect of **injury** to any **employed person** arising while offshore.

## **4. Health and Risk Assessment**

We shall not be liable for any claim in respect of Injury to any employed person under this section unless a written Safety Statement (incorporating Risk Assessment) is in place based on the identification of hazards and assessment of risks in the workplace.

## SECTION 4

# Business equipment

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### What is covered

#### 1. Loss or damage to property insured

We will pay you or at our option replace or repair in respect of loss of or damage to the property insured happening during the period of insurance. The maximum we will pay is the sum insured shown in your policy schedule.

The property insured is:

Machinery and equipment for office use including portable electronic equipment belonging to or borrowed or leased by you or your partners principals directors or employed persons up to £2,500 any one item of property used in connection with the business anywhere within the territorial limits.

#### 2. Reinstating the sum insured

In the event of any loss the sum insured will be automatically reinstated from the date of the loss unless there is written notice by us or you saying otherwise. You will have to pay an additional premium for this.

### What is not covered

We will not pay for:

#### 1. Excess

the amount of the excess shown in your policy schedule.

#### 2. Breakdown

mechanical or electrical breakdown or derangement.

#### 3. Theft from unattended vehicles

theft or attempted theft of property insured while contained in an unattended vehicle or trailer unless there is evidence of forcible and violent entry to the vehicle or trailer.

**4. Computer programmes/virus:**

loss of or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but not limited to any information or programs or software) and whether your property or not where such loss or damage is caused by programming or operator error virus or similar mechanism or hacking (meaning unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data).

**5. Shortages:**

unexplained disappearance or inventory shortage.

**6. Wear and tear of equipment:**

unexplained disappearance or inventory shortage.

**We** will not cover proceedings:

- a) loss or damage due to wear and tear, gradual deterioration, modification of flavor, color, structure, corrosion, damage due to dust or humidity or caused by mould, vermin, insects
- b) the cost of normal upkeep cleaning or normal repairs.

**7. Sonic bangs:**

loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

**8. Confiscation risks:**

confiscation or loss of or damage to property by or under the order of any government or public or local authority.

**9. Movable property in the open**

loss or damage caused by storm, flood, wind, rain, hail, sleet, snow, dust or theft to any moveable property in the open

**10. Bodily Injury**

any losses, damage, costs or expense of any kind for bodily injury.

**11. Fines and penalties**

any penalties or fines incurred by you except consecutive from a material damage

**12. Defective materials and undamaged items**

the costs and expenses for repair or replacement of any defective materials or undamaged items



## SECTION 5

# Professional indemnity

### Contents of this section

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### Important

This section operates on a claims made basis. This means that we will only provide cover in respect of claims or losses made against you and notified to us during the period of insurance. Special conditions apply in respect of notification of claims under this section and are stated below. You should read these carefully.

### Definitions

Where we explain what a word means that word will appear in bold print and will have the same meaning wherever it is used in this section. These definitions are in addition to the general definitions that have already been described elsewhere in the policy.

### Claim(s)

Any verbal or written demand notice or communication:

- a) making a claim counter claim allegation assertion of civil liability or application for legal remedy
- b) containing reference to or serving notice of intent to start legal proceedings or any steps leading up to the initiation of legal proceedings
- c) referring to arbitration adjudication or complaint proceedings

### Claims circumstances

Any incident occurrence fact matter or act of which you become aware that may give rise to a loss or claim against you.

### Documents

Any documents information or data including computer systems records and electronic data which are your property or are looked after by or deposited with you in the ordinary course

of the business and for which you are responsible excluding bearer bonds coupons bank or currency notes and negotiable instruments.

### Professional business activity

The professional services undertaken in connection with the business by you or on your behalf or by any person or partner you have succeeded in the business.

## What is covered

### 1. Legal liability and claims costs

We will pay up to the limit of indemnity set out in your policy schedule if a claim is made against you and notified to us during the period of insurance in respect of civil liability including liability for claimants costs and expenses and also claims costs arising out of the conduct of the professional business activity.

#### 2. Documents

We will pay reasonable costs and expenses for replacing or restoring documents that have become lost or damaged in the conduct of the professional business activity provided that such loss or damage:

- a) occurs whilst the documents are in your custody or control in transit or entrusted by you to another party
- b) is discovered by you and notified to us during the period of insurance

We will not pay for documents which are stored on a computer system unless such documents are duplicated on at least a daily basis with the intention that the duplicate can be used to restore the documents in the event of loss or damage.

The maximum we will pay during any one period of insurance is £50,000.

#### Limit of indemnity

The amount of the limit of indemnity is set out in your policy schedule:

- a) This is the maximum we will pay in respect of any one claim made against you
- b) All claims attributable to the same act error or omission or series of acts errors or

omissions consequent upon or arising directly or indirectly from the same source or original cause will be regarded as one claim

- c) Any dishonesty or fraud committed by a person or people acting together will be regarded as one claim
- d) Claims costs will be paid in addition to the limit of indemnity. If a payment greater than the limit of indemnity has to be made in respect of any claim our payment will be limited to the same proportion that the limit of indemnity bears to the total amount paid
- e) We may at any stage pay you the limit of indemnity at which time we will then have no further liability for that claim or its claims costs except those already incurred at the date of payment of the limit of indemnity

### Special conditions precedent to cover operating

You must comply with the following special conditions. Failure to do so means that you will lose your right to be covered and we will refuse to deal with your claim.

#### 1. Claims notification

You must notify us as soon as possible within the period of insurance of:

- a) any claim or possible claim against you
- b) the discovery of or any reasonable suspicion that a person has acted dishonestly
- c) the discovery of any loss of or damage to documents

#### 2. Claims circumstances

You must inform us as soon as possible within the period of insurance of claims circumstances. Any loss or claim to which those claims circumstances have given rise which is subsequently made after the expiration of the period of insurance shall be deemed to have been made against you during the period of insurance in which notification is first made.

#### 3. Expiry of period of insurance

If you first become aware of a problem in the seven days prior to expiry of the period of insurance and you are unable to notify us prior to expiry of the period of insurance notification of a claim loss or claims circumstances within

seven days after expiry will be considered as notification within the period of insurance in which you first became aware of the problem. Notification of such a problem any later than seven days after expiry of the period of insurance will not be accepted as a claim under the policy.

## What is not covered

We will not pay for:

### **1. Excess**

the amount of excess shown in your policy schedule. All claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or arising directly or indirectly from the same source or original cause will be regarded as one claim in which case you will only pay one excess. The excess does not apply to claims costs or to the cover for lost or damaged documents.

### **2. Retroactive claims**

any claim arising from the provision of the professional business activity caused by or due to an act error or omission prior to the retroactive date set out in your policy schedule.

### **3. Previous claims**

any claim loss or any claims circumstances

- a) which has been notified under any other policy before the start of this policy
- b) known to you or for which you should have been aware before the start of this policy.

### **4. Dishonesty/deliberate acts**

- a) any fraudulent or dishonest act or omission committed or condoned by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person. We will not make payment to any person committing condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature
- b) defamation unless it can be shown that you acted in good faith or you could not reasonably have known of or prevented a defamatory statement

- c) any other act error or omission that you deliberately spitefully or recklessly commit condone or ignore.

### **5. Liability under agreement**

your liability under a contract or an agreement that is greater than the liability you would have had in the absence of such an agreement in respect of any:

- a) representation promise or express warranty or guarantee as to the performance or outcome of the conduct of the professional business activity
- b) express contractual penalty or acceptance of liquidated damages
- c) restriction as to your rights of recovery from another party

### **6. Fines and penalties**

any fines penalties punitive multiple aggravated or exemplary damages where such can be identified separately within any award of a Court.

### **7. North American jurisdiction**

any claim instituted or pursued:

- a) within the United States of America and/or Canada or any territories which come within the jurisdiction of the United States of America and/or Canada or in which it is contended that the laws of the United States of America and/or Canada should apply
- b) to enforce a judgment obtained in any Court of the United States of America and/or Canada or any territories which come within the jurisdiction of the United States of America and/or Canada

### **8. Controlling interest**

any claim arising from or brought by a firm company or organisation:

- a) with a financial interest in you
- b) in which any of your partners directors or principals have a controlling interest unless such claim is brought against you by a source independent of such firm company or organisation

## 9. Joint venture

any claim arising from a partnership venture or joint venture of which you are a member.

## 10. Insolvency

any claim arising out of or in connection with your insolvency or bankruptcy (including any claim made by your liquidator provisional liquidator or administrator).

## 11. Trading losses

any claim arising out of trading losses or trading liabilities incurred by you or any business managed or carried on by you.

## 12. Directors liabilities

any claim made against you or your directors officers or trustees in respect of a breach of their duties.

## 13. Pension schemes

any claim arising from any fund plan or scheme established or maintained to provide pension trust or financial benefits to you or employed persons.

## 14. Injury

liability arising out of injury:

- a) to employed persons in the course of their employment by you
- b) directly caused to any person as a result of any physical mental or cosmetic treatment provided by you
- c) to any person in circumstances not mentioned above unless arising directly from a breach of a duty of care in the professional business activity

## 15. Employment

any claim arising out of any kind of employment related dispute or any kind of defamation discrimination harassment or unfair treatment relating to any current former or prospective employed persons.

## 16. Property damage

any claim for loss of or damage to property unless directly arising from a breach of a duty

of care in the professional business activity.

## 17. Property ownership

any claim arising from the ownership possession leasing or use of any land or building structure or any other property or goods whether mobile or immobile.

## 18. Goods supplied

any claim arising out of any goods or materials you have supplied or used or made arrangements to supply or use or the manufacture repair sale installation or maintenance of any product by you or on your behalf.

## 19. Construction/installation

any claim arising from the conduct of the professional business activity where you contract to undertake any construction erection installation or maintenance works or manufacture or supply materials or equipment (other than project models or displays) in connection with such works.

## 20. Pollution or contamination

any claim directly or indirectly involving pollution or contamination.

## 21. Asbestos

any claim directly or indirectly involving asbestos or allegations or concerns relating to asbestos.

## 22. Virus

any claim arising out of the transmission or receipt of a virus or similar mechanism.

## 23. Internet activity

any claim arising out of:

- a) the management of financial transactions
- b) obscene blasphemous or pornographic material on the Internet

# Caring for you

There may be times when you feel **you** don't get the service **you** expect from us.

Here's our complaints process to help **you**.

- ▶ For a complaint about **your policy**, contact **your** Broker or local AXA Insurance branch.
- ▶ For a complaint about **your** claim, contact **our** claims action line on 01 8927142.
- ▶ If we can't sort out **your** complaint, **you** can contact **our** Customer Care Department on 1890 211850 or:
- ▶ **email:**  
axacustomer@axa.ie; or
- ▶ **write to:**  
AXA Insurance,  
Customer Care,  
Freepost,  
Dublin 1.

If you're unhappy with how we've dealt with **your** complaint, **you** may be able to refer to:

Financial Services and Pensions Ombudsman,  
Lincoln House,  
Lincoln Place,  
Dublin D02 VH29.

**Tel:** +353 1 567 7000.

**Email:** info@fspo.ie Web: www.fspo.ie

## **Our promise to you:**

- ▶ We'll reply to **your** complaint within five days.
- ▶ We'll investigate **your** complaint.
- ▶ We'll keep **you** informed of progress.
- ▶ We'll do everything possible to sort out **your** complaint.
- ▶ We'll use feedback from **you** to improve our service.





## We're here to help.

If you have questions or complaints, contact your local AXA Insurance branch or phone your broker.

For help with claims, ring us on

**1890 247 365**

We may record or monitor phone calls for training, prevention of fraud, complaints and to improve customer satisfaction.  
AXA Insurance dac is regulated by the Central Bank of Ireland.

10/20 OMG112667

## Contact us

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