

**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.



**ROI Customers**

August 2022

# Professionals Insurance Policy

# 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.

# Meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold blue print and will have the same meaning wherever it is used. There are additional defined terms under each section.

## Business

**business**, described in **your** schedule including

1. providing and managing amenities for the benefit and **welfare of employed persons**
2. repairing, maintaining and decorating property or premises owned, leased, hired or rented by the **business**
3. providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
4. maintaining and repairing vehicles and machinery owned, leased, hired or rented by the **business**
5. private work **you** allow any **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
6. the sale or disposal of **business** assets.

## Employed person

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.

## Injury

Death, bodily injury, illness or disease.

## Excess

First amount of a claim or claims, for which **you** are responsible.

## Meanings of defined terms continued

### 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

### Period of insurance

Period from the start date to the expiry date, shown in **your** schedule.

### Event

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

### Policy

**Policy**, schedule, statement of fact and any endorsements attached or issued.

### 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**.

### Policy territories

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

### Asbestos

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

### We/us/our

AXA Insurance dac

### You/your/yourself

Person(s), firm, company or organisation shown in **your** schedule as the insured.

# Policy 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 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 **us**.

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

## Business Failure Condition

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

## Cancellation condition

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

If **you** cancel during the cooling off period, **You** will be entitled to a full return of the premium paid provided:

1. no claims made under the **policy** where **we** have made a payment
2. no claims made under the **Policy** that are still under consideration.
3. 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**.

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.
2. **We** can cancel **your policy** immediately, without giving **you** notice, if the premium has not been paid. If a claim has been made or there has been any

## Policy conditions continued

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 this **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.

### Change in risk condition

**You** must tell **us** as soon as possible during the **period of insurance** of any change

1. to the **business**
2. in the person, firm, company or organisation shown in the schedule as The insured
3. 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 **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 of different terms or conditions of cover may be required by **us**.

### Claims notification condition

**You** must

1. as soon as practical
  - a. give **us** notice of any circumstances which might lead to a claim under this **policy**
  - b. give **us** all the information **we** request
2. as soon as practical
  - a. on receipt send **us** every letter, court order, summons or other legal document served upon **you**
  - b. tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this **policy**
  - c. notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

## Policy conditions continued

**We** will not pay **your** claim where **you** have not complied with this condition.

### Claims procedures condition

**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.

### Contractual duties and proportionate remedies condition

**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:

a. **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

b. **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

c. **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.

If **you** have fraudulently responded to any of **our** questions or have been involved in any fraudulent activity, relative to this contract, **we** will void this contract from the start of the **policy**. If there is an active claim, this too will be avoided.

## Policy conditions continued

### Fraud condition

**You** and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**:

1. knowingly makes a fraudulent or exaggerated claim under **your policy**;
2. knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
3. knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

**we** will:

- a. refuse to pay the claim;
- b. declare the **policy** void, treating it as if it had never existed without any refund of premiums.

**We** may also inform An Garda Síochana of the circumstances.

### Instalments condition

If **you** fail to pay a premium instalment to **us** on the date due, this will result in **your policy** being cancelled from the date the missed instalment was due.

**You** will not be entitled to any return of premium where this happens.

If a claim 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.

### Law applicable

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

### Number of persons condition

It is a condition of **your policy** that the total number of directors, partners or **employed persons** working in connection with the **business**

1. is as declared by **you** and shown in **your** schedule
2. will not exceed a maximum of eight persons.

**You** must tell **us** as soon as possible if the total number of persons shown in **your** schedule increases and **you** must pay an extra premium based on **our** normal rates applicable at that time.

If a claim is notified and **you** have not told **us** of an increase in the total number of persons then as long as:

- a. the total number of directors, partners or **employed persons** does not exceed eight persons
- b. **you** have complied with the change in risk condition
- c. **you** pay an extra premium, equal to the premium that would have been charged based on the increased number of persons

**We** will not refuse to deal with **your** claim or reduce the amount of any claim payment.

## Policy conditions continued

**We** will not pay **your** claim where the maximum number of eight persons is exceeded.

### Other insurance condition

If a claim is made under this **policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

1. a proportionate share of the claim
- or
2. an amount beyond that which is or would be payable under the other **policy**.

### Reasonable care condition

**You** must take reasonable steps to

1. prevent or protect against **injury**, loss or damage
2. keep anything insured in good condition and in full working order
3. remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises or activities of **your business** to carry out an inspection or survey. **You** must comply with any risk improvements that **we** ask for, within a reasonable period of time, advised by **us**.

### Sanctions condition

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

### Subrogation (our rights) condition

**We** will be entitled to undertake in **your** name or on **your** behalf

- 1 the defence or settlement of any claim
- 2 steps to enforce rights against any other party before or after payment is made by **us**.

### Arbitration condition

If there is a dispute, controversy or claim between **you** and **us** under this **policy** in respect of

- 1 the interpretation or application of any provision of the contract of insurance
- 2 **our** liability under the contract of insurance to make a payment in respect of a claim made by **you**
- 3 the amount (if any) **we** offer to pay in respect of claim or

## Policy conditions continued

### 4 any other matter relating to the contract of insurance

such dispute controversy or claim shall within 12 months of the dispute, controversy or claim arising be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions. If **you** and **us** cannot agree upon the joint appointment of an arbitrator, the President of the Incorporated Law Society of Ireland will make a decision upon the identity of the arbitrator and that decision will be final and binding on both parties.

If the dispute, controversy or claim is not referred to arbitration within 12 months **we** will assume **you** have abandoned the dispute, controversy or claim.

# Policy 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. War and Nuclear Risks

1. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from
  - i. ionising radiation or contamination by radioactivity from any 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 nuclear component thereofregardless of any other cause contributing concurrently or in any other sequence to the loss.

An exclusion applies in respect of all property, on any site used or having being used for

- (a) The generation of nuclear energy; or
  - (b) The production, use or storage of nuclear material
2. any contingency occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power regardless of any other cause contributing concurrently or in any other sequence to the loss.

### 2. Date recognition

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip microprocessor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

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

otherwise than as its true calendar date

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

### 3. Terrorism

Loss damage cost or expense of any nature (except so far as is necessary to meet the requirements of the Road Traffic Legislation) directly or indirectly caused by resulting from or in connection with:

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

Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

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

### Definition – Terrorism

For the purpose of this Exception an act of Terrorism shall mean an act including but not limited to the use of force or violence or damage to property and or threat thereof by 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 (de jure or de facto), to intimidate and/or put the public or any section of the public in fear, create a health and safety risk to the public or any section of the public .

### 4. Firearms

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

### 5. 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.

### 6. Electronic risks exclusion

Notwithstanding any provision to the contrary within this **policy, we** will not cover **you** for any liability, loss, damage, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or

occasioned by or resulting from or connected with:

1. Damage to or the destruction of or loss of use of or reduction in functionality of any **computer systems**; or
2. any alteration, modification, distortion, erasure, access to, acquisition, removal, exfiltration, loss, corruption or loss of use or reduction in functionality of **electronic data**

in each case whether **your** property or not, where any circumstance as set out in **1** and/or **2** above is directly or indirectly caused by or contributed to by or arises out of or is occasioned by or results from or is connected with a **virus or similar mechanism** or **hacking** or **phishing** or a **denial of service attack**, or the threat of, or hoax in relation to, any of those perils, regardless of any other cause or **event** contributing concurrently or in any other sequence thereto.

**We** will also not cover **you** for any liability, loss, damage, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

- (i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems** or **electronic data**; or

- (ii) 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 systems** and/or **electronic data**.

- (iii) any unauthorised, malicious or criminal act or series of related unauthorised, malicious and 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 systems** and/or **electronic data**.

In the **event** any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This exclusion is not applicable to claims under the Employer's Liability section of this **policy**.

Additional definitions are:

### **Computer Systems**

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

### **Damage**

Accidental physical loss, destruction or damage.

## Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. **Denial of service attacks** include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

## Electronic data

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

## Hacking

Unauthorised access to any **computer systems** or **electronic data**, whether **your** property or not.

## Phishing

Any access or attempted access to **electronic data** made by means of misrepresentation or deception.

## Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, data or operations, whether involving self-replication or not. The meaning of **virus or similar mechanism** includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## 7. Pressure Waves

Loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 8. Requisition or Confiscation of Property

Loss or damage occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority.

# Public liability section

## Contents of this section

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**Your** schedule will show if this section is covered.

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

## Additional persons insured

- 1 The personal representative of any deceased person entitled to the cover provided by this section.
- 2 At **your** request
  - a any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions
  - b any director or **employed person** of **yours** in connection with the **business**
  - c any officer or member whilst undertaking their duties in connection with **your**
    - i canteen, sports, social, educational or welfare organisations

- ii fire, security, first aid, medical or ambulance services

- d any director or officer of **yours** for whom private work is undertaken by any **employed person**, with **your** prior consent.

## Asbestos

**Asbestos** in any form, **asbestos** fibres or particles or derivatives of **asbestos** or any material containing **asbestos**.

## Bodily injury

Death, **bodily injury**, illness or disease.

## Claim costs

Costs and expenses

- 1 of any claimant which **you** or any of the **additional persons insured** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured** and this will include solicitors fees at
  - a any coroner's inquest or fatal accident inquiry
  - b summary court proceedings.

## Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** legal liability beyond that

## Public liability section continued

applicable in the absence of those terms.

### Event

Claim or series of claims against **you** or the **additional persons insured** as a result of or attributable to a single source or the same original, repeated or continuing cause.

### Limit of indemnity

The amount shown in **your** schedule as the **limit of indemnity**.

### Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

### Offshore

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

### Personal injury

**Personal injury** or infringement of a person's legal right other than

#### 1 **bodily injury**

2 a right arising from title to, or an interest in property.

### Pollution or contamination

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

Loss, damage or **bodily injury** directly or indirectly caused by the **pollution or contamination**.

### Hazardous locations

- 1 aircraft
- 2 airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access
- 3 watercraft
- 4 railways or railway installations
- 5 docks or harbours
- 6 quarries, mines or collieries
- 7 chemical or petro-chemical works, oil refineries, gas works or fuel storage facilities
- 8 power stations or nuclear plant
- 9 bridges, viaducts, tunnels, dams, chimney shafts, towers or steel

### Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under

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

### ✓ What is covered

**We** will pay the amount of damages which **you**, or any of the **additional persons insured**, are legally liable to pay as a result of accidental

- 1** **bodily injury** to any person
- 2** loss of or damage to material property
- 3** obstruction, trespass, nuisance or interference with any right of way, air, light or water
- 4** 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**.

### Claims costs cover

**We** will pay **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not cover **claim costs** for any part of a claim not covered by this section.

### Compensation for court attendance cover

**We** will compensate **you** at the rate of €250 per day, for each day that **we** request any director, partner or €150 for **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

### Contingent motor liabilities cover

**We** will pay the amount of damages for which **you** are liable by law and **claim costs** as a result of accidental

- 1** **bodily injury**
- 2** loss of or damage to material property not owned or held in trust by **you** or in **your** custody or control

occurring during the **period of insurance** and arising out of

- a** the use by an **employed person** of their own motor vehicle within the European Union
- b** the movement of any motor vehicle, not owned by, or

## Public liability section continued

provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working.

The Road Traffic Act exclusion in this section does not apply to this cover provided that **we** will not make any payment

- i** for loss of or damage to any motor vehicle referred to in **a** or **b** above
- ii** unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
- iii** where cover is provided by another insurance **policy**.

### Cross liabilities cover

Any person, firm, company or organisation is entitled to the cover provided by this section, as if a separate **policy** had been issued to each, but the total amount payable by **us** on behalf of all, will not exceed the **limit of indemnity** in any circumstances.

### Manslaughter costs cover

**We** will pay for **manslaughter costs** as a result of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons**

**insured** for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or withdrawn, **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences, during any one **period of insurance**, is €250,000.

**We** will not cover

- 1** fines, penalties or awards of compensation imposed by a criminal court

## Public liability section continued

- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses insured by any other **policy**
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Personal liability cover

At **your** request, **we** will pay the amount of damages for which any of **your** directors, partners or **employed persons** or their spouse or children are liable by law and **claim costs**, as a result of accidental

#### 1 **bodily injury**

- 2 loss of or damage to material property, not owned by or held in trust by **you** or them, or in **your** or their custody or control

occurring during the **period of insurance**, incurred in a personal capacity during temporary visits anywhere in the world in connection with the **business**, other than

- a arising out of the ownership or occupation of land or buildings
- b where cover is provided under any other insurance
- c in circumstances which a **policy** or section exclusion applies.

### Safety legislation costs cover

**We** will pay for **safety legislation costs** as a result of any **bodily injury** or loss of or damage to material property occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured**, for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings

## Public liability section continued

**we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

**We** will not cover

- 1** fines, penalties or awards of compensation imposed by a criminal court
- 2** costs and expenses of an appeal against improvement or prohibition notices
- 3** costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4** costs and expenses insured by any other **policy**
- 5** costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.
- 6** proceedings as a result of a deliberate act or failure

### Temporary employee cover

The total number of directors, partners or **employed persons** ordinarily working in connection with the **business** is shown in **your** schedule. However if **employed persons** are engaged on a temporary basis and the total number of working days for all temporarily **employed persons** in any one **period of insurance** is less than 50 days, the cover under this section

will automatically be provided and **you** do not need to pay an additional premium or change the number of persons shown in **your** schedule.

### Limit of cover

The most **we** will pay for the total of all damages arising from one **event** is the **limit of indemnity**.

The **limit of indemnity** is also the most **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from

#### **1 pollution and contamination**

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **event**, will not be more than the **limit of indemnity**.

**We** will pay **claim costs** in addition to the **limit of indemnity**.

As a result of any claim or claims **we** may at any time, pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment, except for **claim costs** incurred before the date of the claim payment.

## x What is not covered

### Aircraft and watercraft exclusion

**We** will not cover legal liability arising from **you** owning, possessing or using any

- 1 aircraft
- 2 watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

### Airside exclusion

**We** will not cover legal liability arising in connection with work undertaken in or on

- 1 aircraft or watercraft
- 2 airport or aerodrome runways, manoeuvring areas or aprons, or those parts of airports or aerodromes to which aircraft ordinarily have access.

### Asbestos exclusion

**We** will not cover legal liability in any way arising from or contributed to by

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any property or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

### Contractual liability exclusion

**We** will not cover **contractual liability**, liquidated damages or any contractual fines or amounts payable under penalty clauses.

### Damage to goods supplied, own or completed works exclusion

**We** will not cover loss of or damage to goods or materials supplied or for use by **you**, or any work, process or other operation that **you** or anyone on **your** behalf are carrying out or have completed. This exclusion will not apply to goods or materials or any work, process or other operation previously supplied, used, carried out or completed under a separate contract.

### Design and advice and treatment exclusion

**We** will not cover legal liability arising from

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

### Employee injury exclusion

**We** will not cover **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

### Excess exclusion

**We** will not cover the **excess** shown in **your** schedule. **You** will have to pay the **excess** for loss of or damage to property and this will apply to each **event**.

### Foreign work exclusion

**We** will not cover legal liability arising outside the **policy territories**, except where temporary work is undertaken within the European Union, by persons ordinarily resident within the Republic of Ireland, for a period or periods of up to 180 days in total, during any one **period of insurance**.

### Liability under agreement exclusion

**We** will not cover legal liability assumed under agreement unless **you** allow **us** to undertake the conduct and control of claims.

### North America exclusion

**We** will not cover 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.

### Offshore exclusion

**We** will not cover legal liability arising in connection with any person while **offshore**.

### Pollution and contamination exclusion

**We** will not cover 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.

### Property under your control exclusion

**We** will not cover loss or damage to property owned by **you** or which is held in **your** care, custody or control.

But **we** will cover

- 1** premises which are leased, let, rented, hired or lent to **you**, as long as a tenancy or other agreement does not
  - a** result in **contractual liability**
  - b** say that loss or damage must be insured under a property insurance **policy** arranged by **you** or on **your** behalf
- 2** premises including contents which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**
- 3** **employed persons** or visitors vehicles or effects while on **your** premises.

### Recall or refunds exclusion

**We** will not cover loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund for goods or materials supplied or used.

### Rectification of defects exclusion

**We** will not cover

- 1** the cost or value of any defective, harmful or unsuitable goods, materials or work, process or other operation supplied, used or undertaken
- 2** expenditure incurred by anyone in
  - a** investigating or providing a remedy for
  - b** removing, reinstating, replacing, reapplying or rectifying

any defective, harmful or unsuitable goods, materials or work, process or other operation supplied, used or undertaken.

### Road Traffic Act exclusion

**We** will not cover legal liability arising out of the ownership, possession or use by **you** or on **your** behalf or use by any of the **additional persons insured** of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation.

### 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**.

### Hazardous locations exclusion

**We** will not cover legal liability arising in connection with any work in, or on **hazardous locations**.

# Personal accident section

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**Your** schedule will show if this section is covered.

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

## Accident

A sudden, unexpected, specific **event** which occurs at an identifiable time and place.

## Hazardous pastimes

The **insured person** taking part in, or practising for

- 1 racing, competitions, rallies or trials on wheels or on horseback
- 2 hang-gliding, parachuting, parascending, paragliding or bungee jumping
- 3 mountaineering, rock climbing, potholing, caving or white water rafting
- 4 diving underwater involving the use of breathing apparatus
- 5 off piste skiing, sleighing or snow boarding.
- 5 rugby soccer gaelic football hurling camogie or any other sport undertaken on a professional or semiprofessional basis including those aforementioned

## Inception

The date that an **insured person** is first included in this insurance.

## Injury

Identifiable physical **injury** caused by an **accident** which solely and independently of any other cause, results in the death or disablement of the **insured person**, within 24 months of the date of the **accident**.

This includes illness arising directly from the **injury** or medical or surgical treatment made necessary by the **injury**.

## Insured person

Each of the persons described in **your** schedule who is under 75 years of age.

## Loss of sight, hearing or speech

Total and irrecoverable loss of

- 1 sight in one or both eyes
- 2 hearing
- 3 speech.

## Loss of limb

Permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, or permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

## Temporary total disability

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

## Permanent total disablement

Disablement which entirely prevents the **insured person** from attending to any occupation, to which they are reasonably suited by training, education or experience and which

- 1 lasts 12 months and
- 2 the opinion of an independent medical referee is that the condition is beyond hope of improvement.

## ✓ What is covered

**We** will pay **you**, or in the **event** of **your** death, **your** personal representatives, in accordance with the benefits shown in **your** schedule, if at any time during the **period of insurance** an **insured person** sustains **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

## Personal accident section continued

**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.

### Disappearance cover

If during the **period of insurance**, an **insured person** goes missing and sufficient evidence is produced to confirm that the **insured person** sustained an **injury** likely to have caused death, it will be presumed after 12 months that death has occurred and **we** will pay the benefit shown in **your** schedule. However if the **insured person** is subsequently found to be alive, **you** will be required to refund to **us** any amount already paid.

### Maximum benefits

Benefit payable under this section will not exceed the amounts shown in **your** schedule for each **insured person**.

### Payment of benefits

**We** will only pay under one of the benefits shown in **your** schedule as a result of one **accident**.

## x What is not covered

### Armed forces exclusion

**We** will not cover claims in any way caused or contributed to, by the **insured person** engaging in or taking part in armed forces service or operations.

### Chemical weapon exclusion

**We** will not cover claims in any way caused or contributed to, by the actual or threatened malicious use of pathogenic or poisonous, biological or chemical materials.

### Criminal act exclusion

**We** will not cover claims in any way caused or contributed to, by the **insured person's** own criminal act.

### Deliberate act exclusion

**We** will not cover claims in any way caused or contributed to, by the **insured person's** deliberate exposure to exceptional danger (except in an attempt to save human life).

### Drugs and alcohol exclusion

**We** will not cover claims in any way caused or contributed to, by the **insured person** being under the influence of alcohol or drugs, not prescribed by a qualified medical practitioner.

### Flying exclusion

**We** will not cover claims in any way caused or contributed to, by the **insured person** engaging in flying of any kind other than as a passenger.

### Hazardous pastimes exclusion

**We** will not cover claims in any way caused or contributed to, by **hazardous pastimes**.

### Pre-existing condition exclusion

**We** will not cover claims in any way caused or contributed to, by

- 1** any existing condition or chronic or recurring disease or disorder, or
- 2** any other condition about which the **insured person** knew about and has
  - a** sought advice, diagnosis, treatment or counselling
  - b** become aware, or should reasonably have been aware
  - c** been treatedin the 12 months immediately prior to **inception**.

### Suicide and insanity exclusion

**We** will not cover claims in any way caused or contributed to, by the **insured person's** suicide, attempted suicide or intentional self-**injury**, or the **insured person** being in a state of insanity.

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. **However you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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

### Change in circumstances condition

**You** must tell **us** as soon as **you** become aware of any **injury**, illness, disability or other condition where the **insured person** has become affected.

### Claims evidence condition

- 1** The **insured person** must as early as possible seek the attention of a qualified medical practitioner in the **event** of **injury** or illness which causes or may cause a claim and all certificates, information and evidence required by **us** in connection with such **injury** or illness is to be provided at **your** or the **insured persons** expense.
- 2** All medical records, notes and correspondence in connection with a claim or a related pre-existing condition must be made available on request to any medical adviser appointed by **us** and that medical adviser is to be allowed to examine the **insured person** as often as necessary.
- 3** If the **insured person** dies **we** will be entitled to have a post mortem examination at **our** expense.
- 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.
- 6** If the **insured person** dies **we** will be entitled to have a post-mortem examination at **our** expense

### 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

# Employers liability section

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**Your** schedule will show if this section is covered.

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

## Additional persons insured

- 1** The personal representative of any deceased person entitled to the cover provided by this section but only in respect of liability incurred by the deceased person.
- 2** At **your** request
  - a** any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions
  - b** any director or **employed person** of **yours** in connection with the **business**
  - c** any officer or member whilst undertaking their duties in connection with **your**
    - i** canteen, sports, social, educational or welfare organisations
    - ii** fire, security, first aid, medical or ambulance services
  - d** any director or officer of **yours** for whom private work is undertaken by any **employed person**, with **your** prior consent.

## Employers liability section continued

### Bodily injury

Death, **bodily injury**, illness or disease.

### Claim costs

Costs and expenses

- 1 of any claimant which **you** or any of the **additional persons insured** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured** and this will include solicitors fees at
  - a any coroner's inquest or fatal accident inquiry
  - b summary court proceedings.

### Limit of indemnity

The amount shown in **your** schedule as the **limit of indemnity**.

### Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

### Offshore

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

### Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety legislation enacted with the **policy territories**.

### ✓ What is covered

**We** will pay the amount of damages which **you**, or any of the **additional persons insured**, are legally liable to pay as a result of accidental **bodily injury** to any **employed person** caused during the **period of insurance** in connection with the **business**.

### Claim costs cover

**We** will pay **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not cover **claim costs** for any part of a claim not covered by this section.

### Compensation for court attendance cover

**We** will compensate **you** at the rate of €250 per day, for each day that **we** request any director, partner or €150 for any **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

### Injury to working partners cover

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

- 1 bodily injury** is sustained while **you** are working in connection with the **business**
- 2 bodily injury** is caused by another partner or **employed person** while working in connection with the **business**
- 3 you** have a valid right of action for negligence against the other partner or **employed person**.

### Manslaughter costs cover

**We** will pay for **manslaughter costs** as a result of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured** for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or withdrawn, **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will

agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences, during any one **period of insurance**, is €250,000.

**We** will not cover

- 1** fines, penalties or awards of compensation imposed by a criminal court
- 2** costs and expenses of implementing any remedial order or publicity order
- 3** costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4** costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5** costs and expenses insured by any other **policy**
- 6** costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

## Employers liability section continued

### Safety legislation costs cover

**We** will pay for **safety legislation costs** as a result of any **bodily injury** or loss of or damage to material property occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured**, for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

**We** will not cover

- 1** fines, penalties or awards of compensation imposed by a criminal court
- 2** costs and expenses of an appeal against improvement or prohibition notices
- 3** costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4** costs and expenses insured by any other **policy**
- 5** costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Temporary employee cover

The total number of directors, partners or **employed persons** ordinarily working in connection with the **business** is shown in **your** schedule. However if **employed persons** are engaged on a temporary basis and the total number of working days for all temporarily **employed persons** in any one **period of insurance** is less than 50 days, the cover under this section will automatically be provided and **you** do not need to pay an additional premium or change the number of persons shown in **your** schedule.

### Unsatisfied court judgements cover

**We** will at **your** request pay an **employed person** or their personal representative the amount of any award to that person as a result of a judgement which has been obtained for **bodily injury** against any company, partnership or individual conducting a **business** within the **policy territories** and which remains unpaid six months after the date of the judgement.

**We** will only provide cover if

- 1 there is no outstanding appeal
- 2 the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
- 3 the judgement was obtained in a court within the **policy territories**
- 4 the **employed person** or their personal representative assigns the judgement to **us**.

### Limit of cover

The most **we** will pay for the total of all damages and **claims costs** is the **limit of indemnity** shown in **your** schedule and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence. As a result of any claim or claims, **we** may at any time pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment as a result of the claim or claims.

### × What is not covered

#### Foreign work exclusion

**We** will not cover legal liability arising outside the **policy territories**, except where temporary work is undertaken within the European Union, by persons ordinarily resident within the Republic of Ireland, for a period or periods of up to 180 days in total, during any one **period of insurance**.

#### Offshore exclusion

**We** will not cover legal liability as a result of **bodily injury** to any **employed person** while **offshore**.

#### Road Traffic Act exclusion

**We** will not cover legal liability for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

#### 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 the workplace.

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about this condition or whether **you** need to notify **us** about any matter, please contact **us**.

### Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

# Business equipment section

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**Your** schedule will show if this section is covered.

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

## Damage

Loss, destruction or **damage**.

## Property insured

Office and **business** equipment, including portable electronic equipment, belonging to, or borrowed or leased by **you**, or **your** partners, principals, directors or employees, used in connection with the **business**, referred to in **your** schedule as '**business Equipment**', anywhere within the **policy territories** or temporarily, elsewhere in the world.

### ✓ What is covered

**We** will pay **you** for accidental **damage** to the **property insured**, occurring during the **period of insurance** in accordance with the following basis of settlement.

#### Basis of settlement

**We** will pay **you** for the value of the **property insured** at the time of its **damage** or for the amount of the **damage**, or at **our** option reinstate or replace the **property insured** or any part of it and

- 1 claims for the total loss or destruction of **property insured**, will be settled on the basis of replacement of property similar to, but no better or more extensive than the **property insured** when new
- 2 claims for partial loss or destruction of **property insured**, will be settled on the basis of restoration to a condition no better or more extensive than the condition of the **property insured** when new.

**We** will not cover more than the sum insured shown in **your** schedule for the **property 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 either by **us** or by **you** saying otherwise. **You** will have to pay an additional premium for this.

### Financial interest cover

The financial interest of anyone with whom **you** have entered into a loan, lease or hire purchase agreement for any item or part of the **property insured** is automatically noted and in the **event** of a claim **we** should be given details of the financial interest.

### ✗ What is not covered

#### Breakdown exclusion

**We** will not cover **you** for **damage** caused by mechanical or electrical breakdown or derangement.

#### Excess exclusion

**We** will not cover **you** for the amount of the **excess** shown in **your** schedule.

#### Sonic bangs exclusion

**We** will not cover **you** for **damage** by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

#### Unattended vehicle exclusion

**We** will not cover **you** for 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.

#### Unexplained losses

**We** will not cover **you** for unexplained disappearance or inventory shortage.

### **Wear and tear exclusion**

**We** will not cover **you** for

- 1 damage** due to wear and tear or gradual deterioration, rust, action of light or atmospheric conditions
- 2** the cost of normal upkeep, cleaning or normal repairs.

### **Defective materials and undamaged items exclusion**

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

### **Shortages exclusion**

Unexplained disappearance or inventory shortage.

### **Confiscation risks exclusion**

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

### **Fines and penalties exclusion**

Any penalties or fines incurred by **you**.

# Professional indemnity section

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**Your** schedule will show if this section is covered.

## Important

This section operates on a **claims** made basis. This means that **we** will only provide cover as a result of **claims** or losses made against **you** and notified to **us** during the **period of insurance**.

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

## Asbestos

**Asbestos** in any form, **asbestos** fibres or particles or derivatives of **asbestos** or any material containing **asbestos**.

## Bodily injury

Death, **bodily injury**, illness or disease.

## Circumstances

Any incident, occurrence, fact, matter or act which **you** become aware of that may result in a loss or **claim** against **you**.

## Claim(s)

Any verbal or written demand, notice or communication

- 1 making a claim, counter claim, allegation, assertion or application for legal remedy

## Professional indemnity section continued

- 2 containing reference to, or serving notice of intent to start legal proceedings
- 3 invoking any pre-action protocol as set under the Civil Procedure Rules
- 4 referring to arbitration, adjudication or complaint proceedings.

### Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability by law beyond that applicable in the absence of those terms.

### Defence costs

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**, for which an award of damages is paid or may be payable under this section.

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

### Limit of indemnity

The amount shown in **your** schedule as the **limit of indemnity**.

### Pollution or contamination

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

Loss, damage or **bodily injury** directly or indirectly caused by the **pollution or contamination**.

### Professional business activity

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

## ✓ What is covered

### Civil liability cover

**We** will pay the amount of damages and claimants cost and expenses, if a **claim** is made as a result of civil liability in connection with the **professional business activity**, provided the **claim** is first made against **you** during the **period of insurance** and **we** are notified during the same **period of insurance** or within seven days after expiry.

### Defence costs cover

**We** will pay **defence costs** but **we** will not cover costs and expenses for any part of a **claim** not covered by this section.

## Professional indemnity section continued

### Documents cover

**We** will pay reasonable costs and expenses for replacing or restoring **documents**, up to a maximum of €50,000 during any one **period of insurance**, that have become lost or damaged in the conduct of the **professional business activity**.

**We** will only pay if loss or damage

- 1 occurs whilst the **documents** are in **your** custody or control, in transit or entrusted by **you** to another party
- 2 is discovered by **you** and notified to **us** during the **period of insurance**.

**We** will not cover **documents** which are stored on a computer system, unless these **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.

### Notification cover

**You** are required to notify **us** of any **claim** or **circumstances** as soon as possible. Any **claim** arising from **circumstances** notified during the **period of insurance** and which is later made against **you** after the expiry of the **period of insurance**, will be considered to have been made against **you** during the **period of insurance** in which **you** first told **us** of the **circumstances**.

### Limit of cover

The most **we** will pay as a result of damages and claimants costs and expenses, as a result of any one **claim** made against **you**, is the **limit of indemnity**.

All **claims** attributable to the same act, error or omission, or series of acts, errors or omissions, as a result of or arising directly or indirectly from the same source or original cause, will be regarded as one **claim**.

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **claim**, will not be more than the **limit of indemnity**.

Any dishonesty or fraud, committed by a person or people acting together will be regarded as one **claim**.

**We** will pay **defence costs** in addition to the **limit of indemnity**.

As a result of any **claim(s)**, **we** may at any time pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment as a result of the **claim(s)**.

## x What is not covered

### Asbestos exclusion

**We** will not cover any **claim** in any way, arising from or contributed to by

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any property or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

### Construction or installation exclusion

**We** will not cover 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.

### Contractual liability exclusion

**We** will not cover **contractual liability**.

### Controlling interest exclusion

**We** will not cover any **claim** arising from or brought by a firm, company or organisation

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

### Directors liabilities exclusion

**We** will not cover any **claim** made against **you** or **your** directors, officers or trustees as a result of a breach of their duties.

### Dishonesty or deliberate acts exclusion

**We** will not cover

- 1 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 that person. **We** will not pay any person committing, condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature

- 2 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
- 3 any act, error or omission that **you** deliberately spitefully or recklessly commit, condone or ignore.

### Employment disputes exclusion

**We** will not cover 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 employee of **yours**.

### Excess exclusion

**We** will not cover the **excess** shown in **your** schedule. **You** will have to pay the **excess** shown as a result of each **claim**, except where the **claim** is solely under the **documents** cover. All **claims** attributable to the same act, error, or omission, or series of acts, errors or omissions as a result of or arising directly or indirectly from the same source or original cause will be regarded as one **claim**.

### Fines and penalties exclusion

**We** will not cover any fines, penalties, punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of a court.

### Goods supplied exclusion

**We** will not cover 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.

### Injury exclusion

**We** will not cover liability arising out of **bodily injury**

- 1** to any **employed person**, in the course of their employment by **you**
- 2** directly caused to any person as a result of any physical, mental or cosmetic treatment provided by **you**
- 3** to any person in **circumstances** not mentioned above, unless arising directly from a breach of a duty of care in the **professional business activity**.

### Insolvency exclusion

**We** will not cover any **claim** arising out of or in connection with **your** insolvency or bankruptcy (including any claim made by **your** liquidator, provisional liquidator or administrator).

### Internet activity exclusion

**We** will not cover any **claim** arising out of

- 1** the management of financial transactions
- 2** obscene, blasphemous or pornographic material

on the internet.

### Joint venture exclusion

**We** will not cover any **claim** arising from a partnership, venture or joint venture of which **you** are a member.

### North America claims exclusion

**We** will not cover any **claim** instituted or pursued

- 1** within the United States of America or Canada, or any territories which come within the jurisdiction of the United States of America or Canada, or in which it is contended that the laws of the United States of America or Canada should apply
- 2** to enforce a judgment obtained in any Court of the United States of America or Canada, or any territories which come within the jurisdiction of the United States of America or Canada.

### Pension and financial schemes exclusion

**We** will not cover any **claim** arising from any fund, plan or scheme established or maintained to provide pension, trust or financial benefits to **you** or any employee of **yours**.

## Pollution, contamination and environmental exclusion

**We** will not cover any **claim** directly or indirectly involving **pollution or contamination** or any environmental damage.

## Prior claims or circumstances exclusion

**We** will not cover any **claim**, loss or any **claims circumstances**

- 1 notified under any other **policy** before the start of this section
- 2 known to **you** or for which **you** should have been aware, before the start of this section.

## Property damage exclusion

**We** will not cover 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**.

## Property ownership exclusion

**We** will not cover 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.

## Retroactive cover exclusion

**We** will not cover 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 shown in **your** schedule.

## Trading losses exclusion

**We** will not cover any **claim** arising out of trading losses or trading liabilities incurred by **you** or any **business** managed or carried on by **you**.

## Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify **circumstances** whereby non-compliance will mean that **you** will not receive payment for a **claim**. However **you** will be covered and **we** will pay **your claim** if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the **circumstances** in which it occurred.

## Special claims procedures condition

**You** must inform **us** as soon as possible within the **period of insurance** of

- 1 any **claim** or possible **claim** against **you**
- 2 the discovery of, or any reasonable suspicion that a person has acted dishonestly
- 3 the discovery of any loss of or damage to **documents**
- 4 **claims** or **circumstances**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

# 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 0818 505 505 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

**0818 7 365 24**

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