



KennCo Underwriting Limited is regulated by the Central Bank of Ireland. Registered No.0454673 Registered at Suite 7, Grange Road Office Park, Rathfarnham, Dublin 16.

COMBINED LIABILITY PROPOSAL FORM

Section 1 - General Details: Proposer

1. Name of Proposer in full: _____
2. Postal Address: _____

3. Tel. No: _____ Fax. No: _____ Email: _____
4. Business or Trade: (describe fully) _____

5. How long have you been in business: _____

6. Has the Proposer or any partner or director of the Proposer ever traded in another name? Yes No
If Yes, please give details: _____

7. Has the Proposer been previously insured in respect of any of the risks to which this proposal relates, at this premises or elsewhere? Yes No
If Yes, please give details including Name of Insurer and Policy Number: _____

8. Has the Proposer or any partner or director of the Proposer ever been convicted of, or charged but not yet tried, with a criminal offence other than a motoring offence? Yes No
If Yes, please give details: _____

9. Has the Proposer ever had a proposal declined, renewal refused, cover terminated or had special terms applied by an Insurer in respect of any of the risks to which this proposal relates? Yes No
If Yes, please give details: _____

10. Has the Proposer or any partner, director or employee ever been prosecuted for an offence or breach of any legislation or regulations relating to employee Health/Safety? Yes No
If Yes, please give details: _____

11. In respect of any of the risks to which this Proposal relates, have any accidents, losses or claims occurred (whether insured or not) within the last 5 years?

Yes No

If Yes, please give details:

<u>Date of Loss</u>	<u>Cause/Details</u>	<u>Amount Paid</u>	<u>Amount O/S</u>
_____	_____	_____	_____
_____	_____	_____	_____

12. Date cover to commence: _____

Note: If there is insufficient space for you to answer fully any question on this Proposal Form, please provide details on a separate sheet. The sheet should be signed and dated by the Proposer.

Section 2 - Risk Details

1. Employers Liability:
Limit of indemnity €13,000,000

Is this section required?

Yes No

2. Public Liability:
Limit of indemnity €6,500,000

Is this section required?

Yes No

3. Products Liability:
Limit of indemnity €6,500,000

Is this section required?

Yes No

Section 3 - Estimated Payments and Turnover

All persons employed must be included and the Total Estimated Annual payments (without deduction for Social Welfare Insurance, Income Tax, Holidays with Pay or Contributory Pensions) made to them in the categories listed below should be declared.

Category	No. of Employees	Estimated Wages* Salaries & other earnings of all employees including working directors, partners and principals (inc. Labour Only Subcontractors)**
a) Clerical	_____	€ _____
b) Woodworking machinists*** (whole or part time)	_____	€ _____
c) All Others (describe each category)		€ _____
i) _____	_____	€ _____
ii) _____	_____	€ _____
iii) _____	_____	€ _____
iv) _____	_____	€ _____
d) Proposer's own annual remuneration if working manually in the business.	_____	€ _____

If the Proposer is a limited company, should the working directors wages be included under the Employers Liability Section?

Yes

No

* The term "wages, salaries and other earnings" means the employees' total remuneration including overtime, value of board and lodging, housing accommodation, bonuses and any other perquisites in kind or money received by the employees in connection with their employment.

** Employee includes labour masters and persons supplied by them, labour only sub-contractors and persons employed by them, self-employed persons, persons hired to or borrowed by you and persons undertaking study or work experience.

*** Employees whose work with woodworking machinery is restricted to the use of Lathes, Fret Saws, Boring Machines, Sanding Machines and Mechanically-driven portable tools applied to the work by hand other than Pendulum, Swing Saws and Chain Saws, to be included under "All Others".

Estimated Annual Turnover	€ _____
Estimated payments to Bona Fide Subcontractors	€ _____
Estimated work away wages	€ _____

Section 4 - Details Of Your Business

1. Describe precisely:

(a) Work to be undertaken by you: _____

(b) Goods to be supplied, installed, erected, repaired, altered or treated by you: _____

2. State situation and description of all premises to which the Insurance is to apply: _____

3. Have you prepared a Safety Statement as required by Section 12 of the Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work General Application Regulations 2007? Yes No

4. Do you comply with all legislation and regulations pertaining to the processes, substances used, dust and fumes within the workplace? Yes No

5. Are your ways, works, machinery and plant properly fenced/guarded and otherwise in good order and condition? Yes No

6. Are all your employees over 16 years of age and under 65 years of age, and in good health and free from physical defect? Yes No

7. Are all inspections of lifting apparatus, boilers and steam pressure vessels carried out in compliance with statutory requirements? Yes No

8. Are your premises in a good state of repair? Yes No

If you answered 'No' to one or more of questions 3, 4, 5, 6, 7 or 8, please give full details.

9. Do any of your activities involve exposure to noise levels exceeding 85-dB (A)? Yes No

10. Do you handle, store, use or manufacture directly, or as a by product, any substance or material which is:

a) Toxic, poisonous, irritant or harmful?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b) Corrosive, flammable or oxidising?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c) Potentially infectious or biologically harmful?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

11. Are explosives or dangerous substances used? Yes No

12. Do you handle or use radio isotopes, radioactive substances or other sources of ionising radiation? Yes No

13. Have you entered into any agreement assuming a liability for injury, illness, loss or damage for which you would not have been liable in the absence of such agreement? Yes No

14. Do you undertake work in any of the following locations:

- a) towers, steeples, chimney shafts, blast furnaces, dams, canals, viaducts, motorways, bridges, tunnels, wells, shafts; Yes No
- b) Collieries, mines, chemical works, gas works, oil refineries, power stations or nuclear installations/establishments Yes No
- c) Offshore installations or bulk oil, petrol, gas or chemical storage tanks or chambers; Yes No
- d) Mainframe computers or rooms containing mainframe computers; Yes No
- e) Railways , airports or aerodromes, docks, wharves, piers, harbours or ships Yes No

15. Do you import or export any goods? Yes No

16. Do you export to the USA or Canada? Yes No

17. Are there any specific hazards associated with your products? Yes No

18. Do you supply goods for use in the nuclear, aircraft or marine industries? Yes No

19. Has it ever been necessary to recall any of your products? Yes No

20. In respect of any of your products, has your company ever been prosecuted for an offence under any legislation or regulations; or have your products ever been subject to an inquiry by any Government Agency? Yes No

21. Do you undertake operations outside the Republic of Ireland and/or Northern Ireland? Yes No

22. Do you use, away from your own premises:

- a) Welding and/or cutting equipment? Yes No
- b) Blow lamps and/or blow torches? (including hot air paint strippers) Yes No
- c) Heated Asphalt Bitumen or similar? Yes No
- D) Any other equipment producing heat or sparks or naked flames? Yes No

23. Do you undertake any of the following:

- a) Demolition as a separate trade? Yes No
- b) Demolition as part of your overall operations? Yes No
- c) Pile Driving, Underpinning or Water Diversion? Yes No
- d) Stand Alone Roofing Contracts? Yes No
- e) Work at heights above 20 metres from ground/floor level Yes No
- f) work at depths in excess of 3 metres Yes No
- g) are you involved in the erection of structural steel Yes No

If you answered 'Yes' to one or more of questions 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 or 23 please give full details.

24. How do you ensure that any sub-contractor employed by you maintain adequate liability insurance?

25. How do you dispose of waste produced from your business?

Additional Information (if any).

IMPORTANT - Any other facts known to you, which are likely to affect acceptance or assessment of the risks proposed for insurance, must be disclosed. Should you have any doubt about what you should disclose, do not hesitate to tell us, or your insurance broker. This is for your own protection, as failure to disclose may mean that your policy will not provide you with the cover you require, or may invalidate the policy altogether.

Duty of Disclosure (Consumer)

If you are a Consumer (as defined in the Consumer Insurance Contracts Act 2019), you must answer all questions in the proposal honestly and with reasonable care. Please note that where a specific question has been asked, this matter is material to the risk being undertaken and/or the calculation of the premium. Where non-disclosure of material information would have caused us not to have entered into this Policy or would have altered the terms on which we entered into this Policy, we are entitled to use the remedies available under the Consumer Insurance Contracts Act 2019 (including the remedy to repudiate liability or to limit the amount paid on foot of the contract of insurance).

WE RESERVE THE RIGHT TO DECLINE ANY PROPOSAL

Important notice about your duty of Disclosure

We want to clarify your responsibilities when you take out an insurance policy so that your policy can give you the protection you need.

If you are a Consumer (as defined in the Consumer Insurance Contracts Act 2019) you have an obligation to any answer any questions in our Proposal Form or Statement of Fact honestly and with reasonable care. Please note that where a specific question has been asked, this matter is material to the risk being undertaken and/or the calculation of the premium. Where non-disclosure of material information would have caused us not to have entered into this Policy or would have altered the terms on which we entered into this Policy, we are entitled to use the remedies available under the Consumer Insurance Contracts Act 2019 (including the remedy to repudiate liability or to limit the amount paid on foot of the contract of insurance). Following inception of your Policy, at renewal or any other time while the Policy is in force you must notify us of any circumstances or change that may affect the risk insured, and respond honestly and accurately to all questions asked by us to you. It is also important to note that in the case of property insurance, the failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property.

A material fact is relevant information (or misinformation) which could influence our decision to either accept the risk, or the terms offered.

Please make sure that you read all documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Always ask us if you are unsure of anything and we will be very happy to help.

You are entering a legal contract with an insurance company. If you are a Consumer (as defined under the Consumer Insurance Contracts Act 2019) that means you are obliged to answer all our questions as set out in the Proposal Form, or Statement of Fact honestly and with reasonable care. If you have any questions, just ask us and we'll answer them fairly. We would like to ensure that all claims are paid for you, but remember this is only possible when all questions are answered honestly and with reasonable care at the outset.

If you make a fraudulent misrepresentation in order to obtain insurance the Insurer shall be entitled to avoid the contract of insurance and in addition we are obliged to hand over any documentation/call recordings and/or video footage in our possession to the relevant authorities, which may result in prosecution.

Failure to answer any questions in our Proposal Form or Statement of Fact honestly and with reasonable care could also have serious consequences when you are attempting to obtain insurance from any other provider.

DECLARATION BY THE PROPOSER

As evidenced by your signature(s) below, you declare that the questions asked in this Proposal Form have been responded to honestly and with reasonable care and you have not withheld or misrepresented any material fact. Please note that where a specific question has been asked, this matter is material to the risk being undertaken and/or the calculation of the premium. Where non-disclosure of material information would have caused us not to have entered into this Policy or would have altered the terms on which we entered into this Policy, we are entitled to use the remedies available under the Consumer Insurance Contracts Act 2019 (including the remedy to repudiate liability or to limit the amount paid on foot of the contract of insurance). Following inception of your Policy, at renewal or any other time while the Policy is in force you agree to notify us of any circumstances or change that may affect the risk insured, and respond honestly and accurately to all questions asked by us to you. You agree that if there is any doubt as to whether or not any information is material, you will disclose it.

If any answer has been written by a person other than the undersigned, you agree that such person shall be your agent and not an agent of the Company.

I/We confirm that all details, answers and information given in this proposal are true and complete and I/we have answered all questions asked honestly and with reasonable care.

I/We am/are giving my/our permission to you to use the information I/We have given on this form for the purposes set out in the Data Protection section above.

Proposer's Signature: _____ Date: _____

Date Cover is Required From: _____

If the Proposer is a Company,
please print the name and status
of the person who signed: _____

IMPORTANT - Any other facts known to you, which are likely to affect acceptance or assessment of the risks proposed for insurance, must be disclosed. Should you have any doubt about what you should disclose, do not hesitate to tell us, or your insurance broker. This is for your own protection, as failure to disclose may mean that your policy will not provide you with the cover you require, or may invalidate the policy altogether.

Duty of Disclosure (Non Consumer)

If you are not a Consumer (as defined in the Consumer Insurance Contracts Act 2019) the answers in any proposal and declaration for this insurance being true and complete to the best of the knowledge and belief of the Insured and such proposal and declaration shall be the basis of this contract and is deemed to be incorporated herein. It is essential that you provide us with all material facts. A material fact is information that is likely to influence our decision and/or assessment of your proposal. If you are in any doubt as to whether a particular piece of information is material, you should disclose this to us. Failure to disclose all material facts may invalidate your Policy or result in your Policy not operating fully.

WE RESERVE THE RIGHT TO DECLINE ANY PROPOSAL

Important notice about your duty of Disclosure

If you are not a Consumer, we need to be told many important and material facts so we can give you the maximum support when you need it.

For a start, you must provide complete and accurate information to us, in response to the questions asked in our Proposal Form before the cover starts and you must check that all the facts are correct on the Proposal Form. It is very important to remember that you must tell us about any material change to the risk following the inception of your policy, or any other time while the policy is in force. It is also important to note that in the case of property insurance, the failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property.

A material fact is relevant information (or misinformation) which could influence our decision to either accept the risk, or the terms offered.

Failure to disclose all material facts in response to the questions asked in our Proposal Form or Statement of Fact may entitle the Insurer to avoid this contract of insurance or to refuse all claims, or if different terms were to apply to the Policy, the Policy may be treated as if it had been entered into on those different terms. This failure to disclose could also have serious consequences when attempting to obtain insurance from any other provider.

Please make sure that you read all documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Always ask us if you are unsure of anything and we will be very happy to help.

You are entering a legal contract with an Insurance Company. This means that you are obliged to answer or confirm all our questions honestly and disclose or confirm all information as set out in the Proposal Form, or Statement of Fact.. If you have any questions, just ask us and we'll answer them fairly. We would like to ensure that all claims are paid for you, but remember this is only possible when all the facts are disclosed outset.

It is really important that you disclose all information to us in full. If you make a fraudulent misrepresentation in order to obtain insurance the Insurer shall be entitled to avoid the contract of insurance and in addition we are obliged to hand over any documentation/call recordings and/or video footage in our possession to the relevant authorities, which may result in prosecution.

Failure to answer any questions in our Proposal Form or Statement of Fact honestly and with reasonable care could also have serious consequences when you are attempting to obtain insurance from any other provider.

DECLARATION BY THE PROPOSER

As evidenced by your signature(s) below, you declare that the information given in this Proposal Form is true in every respect and that you have not withheld or misrepresented any material fact. You acknowledge the serious consequences of failure to disclose all material information and that such information is that which the Company would regard as likely to influence its assessment and acceptance of this insurance. You accept that you have a continuing obligation to disclose to the Company such material information immediately on becoming aware at any time during the period of this insurance of any material change that may affect this insurance or increase the risk of loss, damage or injury. You agree that if there is any doubt as to whether or not any information is material, you will disclose it.

You agree that this proposal form will form the basis of the contract between you and the Company. If any answer has been written by a person other than the undersigned, you agree that such person shall be your agent and not an agent of the Company.

I/We confirm that, all the details, answers and information given in this proposal are true, accurate and complete. I/We acknowledge that this proposal will form the basis of my/our contract with the Company. /We am/are giving my/our permission to you to use the information I/We have given on this form for the purposes set out in the Data Protection section above.

Proposer's Signature: _____

Date: _____

Date Cover is Required From: _____

If If the Proposer is a Company,
please print the name and status
of the person who signed: _____

Important Notice for KennCo Customers

Your Insurer

Insured by, ERGO Versicherung AG, a German insurance company with its headquarters at Ergo-Platz 1, 40477 Düsseldorf, Germany. Registered No. HRB36466.

ERGO Versicherung AG, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht, Germany and regulated by the Central Bank of Ireland for Conduct of Business Rules.

KennCo Underwriting Ltd (KennCo)

KennCo is an Irish owned and run underwriting agency based in Rathfarnham, Co Dublin. It is registered in the Company Registration Office under Company number 454673 and its registered office is Suites 5- 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. KennCo Underwriting Ltd T/A KennCo Insurance is regulated by the Central Bank of Ireland.

Data Protection

Who we are

KennCo Underwriting Ltd is a data controller in relation to personal information held about you for the purpose of the EU General Data Protection Regulation (GDPR) & the Data Protection Acts 1988 - 2018. The information that you provide and any other information provided by any third party in connection with or in relation to your application will be held by us on a computer database and/or in any other way.

What personal data do we collect

We collect and may continue to collect certain information about you or any individuals connected to your Policy ('data subjects') in the course of conducting our relationship with you. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

Why we collect & who we share your personal data with

This information will be processed for the purpose of underwriting and managing your insurance policy, administering claims and preventing fraud. It may also be used in compliance with regulatory legal and tax laws and for participation in internal or market-level statistical exercises. For this purpose, information may be shared in confidence with third parties both inside and outside the European Economic Area, such as trustees, professional advisers and reputable external agencies, service providers, regulatory bodies and authorities, private investigators, other insurance and financial services companies (directly or via a central register) and as required by law. We will ensure that transfers of data are lawful and that your information is kept securely and only used for the purposes for which it is provided. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Queries regarding your personal data

We abide by the EU General Data Protection Regulation (GDPR) & the Data Protection Acts 1988 - 2018 and if you have any queries with regards to how we use your personal data you may contact our Data Protection Officer at compliance@kennco.ie or alternatively the Office of the Data Protection Commissioner, Canal House, Station Road, Portllington, Co. Laois, Ireland, Tel +353 57 868 4800.

For full details of our data privacy policy, please visit our website: www.kennco.ie/privacy-statement

Rights of Customers

You have the right of access to the personal data held about you by Ergo and KennCo by sending a written request to the Data Protection Unit, KennCo Underwriting Ltd, Suites 5-7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. You also have the right to require Ergo and/or KennCo to correct any inaccuracies in the information we hold about you.

Sharing of Information

We shall not disclose personal information without the consent of the individual to which it relates except in limited circumstances as permitted or required by law. We may share personal information with agents or service providers in connection with providing, administering and servicing the products you have purchased from us or in the course of handling third party claims. Where we choose to have certain services provided by third parties, we do so in accordance with the applicable law and take reasonable precautions regarding the practices employed by the service provider to protect personal information.

Insurance-Link

Where you make a claim, we will pass details of the event to the Insurance-Link Central Register maintained by insurance companies under the aegis of the Irish Insurance Federation. The information will be shared with other insurance companies to safeguard against non-disclosure and help prevent fraudulent claims. Where there are reasonable grounds for suspicion, information may be passed to relevant enforcement agencies.

Other

If you decide to proceed or have any other communication with Ergo and/or KennCo through or in relation to their products and services you accept the use by Ergo and/or KennCo of your personal data as indicated.

Insurance Compensation Fund

The Insurance Compensation Fund (ICF) protects consumers of authorised non-life insurance companies that go into liquidation and are unable to pay insurance claims. These could be claims made by the policyholders or third parties. A non-life insurance policy is typically a general household insurance policy like car or home insurance, and excludes life insurance or health insurance. The maximum compensation amount paid by the ICF is 65% of the cost of the insurance claim or €825,000 - whichever is lower. However, in the case of third party motor insurance claims, where an insurer is in liquidation the Fund will make a payment of 100% of an award.

A sum due to a commercial policyholder may not be paid out of the Fund unless the sum is due in respect of a liability to an individual. In addition, not all policyholder liabilities are covered by the Fund and excluded risks include health, dental and life policies.

The ICF doesn't refund the cost of insurance premiums that may have already been paid by the policyholder. It also only covers payments in respect of sums due under policies issued by non-life insurers authorised in Ireland or in other EU Member States. For full details on the ICF please visit the Central Bank of Ireland's website at www.centralbank.ie

ERGO Complaints Procedure

If you have any questions or concerns about your Policy or the handling of a claim you should, in the first instance, please contact the Broker who arranged your insurance policy.

If your Broker is unable to resolve the complaint to your satisfaction by close of business the following day, then you should contact:

The Complaints Manager
KennCo Underwriting Ltd
Suites 5 - 7 Grange Road Office Park
Grange Road
Rathfarnham
Dublin 16
Phone: (01) 4994600,
Fax: (01) 4954627
E-mail: complaints@kennco.ie

Your complaint will be acknowledged within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made. Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). This option is only applicable to individuals or incorporated bodies with an annual turnover of €3M or less however. The FSPO contact details are as follows:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Republic of Ireland

Tel: +353 1 6 567 7000
E-mail: info@fspoi.ie
Website: www.fspoi.ie

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.