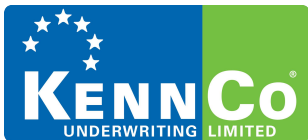


ARRANGED BY



INSURED BY

ERGO

Commercial Liability Policy



service, stability, security

Commercial Liability Policy

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Introduction

Your Policy and Schedule

Here is your new Commercial Liability Insurance Policy containing full details of the insurance being provided. The Schedule contains particulars personal to your insurance protection under the Policy including the levels of cover operative under each Section of the Policy and should be read in conjunction with the rest of the Policy.

For your own protection you are recommended to read this Policy and Schedule carefully to ensure it meets with your particular needs.

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

Important - Please note: Only those Sections showing as in force in the attached Schedule shall apply to your particular policy.

The Third EU Non-Life Directive requires us to provide you with the following information:

The Law Applicable to the Contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, the Insurer listed in your Schedule of Cover and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract.

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 received. 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 received. 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 received, 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

Email: 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.

Your Commercial Liability Insurance Policy

The Insurer listed in your Schedule of Cover (hereafter called the "Company") will having accepted the first or any renewal premium for this Policy agrees subject to the terms and conditions herein to indemnify the Insured named in the Schedule if any of the within mentioned contingencies occurs during the Period of Insurance stated in the Schedule or during any subsequent period for which the Company shall have accepted the premium required for renewal of the Policy.

Compliance with all the terms, provisions conditions and endorsements of the Policy shall be a condition to the right of the Insured to recover under this Policy. If the Insured is a Consumer, every condition stated as a condition that applies to this Policy (whether a Policy or Section Condition) shall apply from the time the condition attaches and continue to be in force during the whole currency of this Policy save that any conditions contained in this policy document or policy schedule shall be treated as suspensive conditions in accordance with Section 19 of the Consumer Insurance Contracts Act 2019 (or any legislation amending or replacing this Act).

Failure by an Insured who is a Consumer to comply with a notification period will not entitle us to refuse a claim unless such failure has prejudiced the Insurer. Prejudice may include, without limitation, restricting or impeding the Insurer's ability to investigate or defend any claim by or against the Insured, incurring or increasing any loss, damage, liability cost or payment that would not otherwise have been incurred or not occurred to the same extent and/or impeding or restricting the ability to obtain contribution from or to exercise subrogation rights against any other person (including any other insurer).

The proposal and declaration signed by the Insured and particulars in writing submitted by or on behalf of the Insured or the Company shall be the basis of the contract and be held to be incorporated herein. This statement shall not apply where the Insured is a Consumer. Any such written proposal containing particulars and statements when made by an Insured who is a Consumer shall have effect solely as a representation made by the Consumer to the Company prior to entering into the contract.

If the Insured is a Consumer during the Period of Insurance, the Insured has an obligation to answer any questions asked by KennCo Underwriting Ltd or the Insurer 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, the Insurer is 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). During the period of insurance you must notify us of any circumstances or change that may affect the risk insured, and respond honestly and accurately to all questions asked by KennCo Underwriting or the Insurer.

INSURANCE ACT 1936

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

STAMP DUTY

The appropriate stamp duty has been or will be paid in accordance with the Provisions of Section 5 of the Stamp Duties Consolidation Act 1999, as amended.

SANCTIONS

We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment or provision of such benefit would expose us to any sanction, prohibition or restriction under united nations' resolutions or the trade or economic sanctions, laws or regulations of the European sanctions Union, United Kingdom or United States of America.

Definitions

1. **Insured** means the person company firm or other legal entity named as the Insured in the Schedule.
2. The **Business** or Profession stated in the Schedule and none other for the purpose of this insurance except as stated below.
The **Business** shall also include
 - (a) the ownership repair maintenance and decoration of the Insured's own business premises but not construction re-construction structural alteration or demolition of such premises
 - (b) the repair and maintenance of vehicles or plant used in the course of the Business and owned by the Insured
 - (c) the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and of their families
 - (d) the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations
 - (e) private work undertaken with the prior consent of the Insured by an Employee for a partner or director of the Insured provided that such work is not in pursuit of any trade or business.
3. **Consumer** shall have the meaning set out in the Consumer Insurance Contracts Act 2019.
4. **Territorial Limits** means the Republic of Ireland Great Britain and Northern Ireland
5. **Period of Insurance** means the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium.
6. **Deductible or Excess** means the amount the Insured shall bear in respect of each and every incident or occurrence as stated in the Schedule. It is a condition under the Policy that such amount or any part thereof be furnished by the Insured to the Company on demand. Failure to do so constitutes a breach of condition under the Policy and entitles the Company to refuse indemnification in respect of the entire claim.
7. **Employee** means
 - (a) any person under a contract of service or apprenticeship with the Insured
 - (b) any person engaged under any training educational or work experience programme
 - (c) any labour master or labour only sub-contractor or any person employed or supplied by them
 - (d) any self employed person
 - (e) any person hired to or borrowed by the Insuredwhile working for the Insured in the course of the Business.
8. **Bodily Injury** means accidental bodily injury and includes death disease and illness.

9. **Principal** means any person company firm public local or statutory authority for whom the Insured is carrying out work under contract or agreement.
10. **Product** means any commodity article thing or any part thereof (including containers labelling and packaging provided in connection therewith) manufactured constructed erected installed altered repaired serviced processed treated sold leased supplied or distributed by or on behalf of the Insured in the course of the Business and not in the custody or control of the Insured.
11. **Nuisance** means nuisance trespass or interference with any easement right of air light water or way.
12. **Contract Works** means the permanent and/or temporary works executed or in the course of execution by or on behalf of the Insured in the development of any building or site or the performance of any contract including materials and all other property intended for use in connection therewith.
13. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
14. **Cyber Incident** means:
- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
15. **Cyber Loss** means:
- Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or Cyber Incident.
16. **Data** means:
- Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
17. **Data Processing Media** means:
- Any property insured by this policy on which Data can be stored but not the Data itself.

18. Computer System

The words Computer System shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by you or any other party.

General Exclusions

(applicable to all Sections of your Commercial Liability Policy)

This Policy does NOT cover:

Radioactive Contamination (not applicable to Section 1)

This clause shall be paramount and shall override anything contained in this agreement inconsistent therewith:

1. In no case shall this agreement cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

War and Civil War

2. Notwithstanding anything to the contrary contained herein this insurance does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Terrorism

3. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature 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.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

Asbestos

4. This agreement does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

The Company will not indemnify the Insured in respect of any liability:

5. arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.
6. assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured in the absence of such contract or agreement.
7. for the Excess specified in the Schedule.
8. in respect of claims for or arising from nervous shock mental anguish or illness stress or any other psychological condition unless the condition complained of is accompanied by and arises directly from a physical injury.
9. directly or indirectly caused by or contributed to or arising from any wrongful arrest detention imprisonment or eviction of any person or wrongful accusation of shoplifting.
10. arising directly or indirectly from Sunbeds
11. which arises out of or is contributed to directly or indirectly by exposure to electro Magnetic Fields or Radiation

Date Recognition

12. There is no liability under this Policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any
 - (a) Electrical circuit microchip integrated circuit microprocessor embedded system hardware software firmware program computer data processing equipment telecommunication equipment or system or any similar device
 - (b) Media or systems used in connection with any of the foregoing

whether the property of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save retain or restore and/or correct to manipulate interpret transmit return calculate or process any date data information command logic or instruction as a result of

- (i) recognising using or adopting any data day of the week or period of time otherwise than as or other than the true or correct day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

Exception to Date Recognition Exclusion

13. Provided always that this Exclusion shall not apply to any claim otherwise indemnifiable under this Policy subject to all its terms and provisions comprising of

- (i) Subsequent damage to or loss or destruction of property owned by in the possession of or held in trust by the Insured and/or the Insured's consequential loss arising from loss or destruction of or damage to any property if directly caused by

Fire lightning explosion aircraft and other aerial devices dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or stealing only where these covers are provided by the Policy

The forgoing Exemption to this Date Recognition Exclusion will not apply to any claim arising from any legal liability legal cost or expense of the Insured

- (ii) Any claim otherwise indemnifiable under this Policy subject to all terms and provisions arising under insurance in respect of Employers Liability.

This Policy does not cover losses arising directly or indirectly from:

Cyber and Data

14. A. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any:

- (i) Cyber Loss, unless subject to the provisions of paragraph B;
- (ii) loss, Damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining

to the value of such Data, unless subject to the provisions of paragraph C;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

B. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

C. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

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

E. This exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Fungus Mould and Mildew

15. The Company shall have no liability under this Policy to provide any indemnity or benefit in respect of injury loss damage cost or expense of whatsoever nature directly or indirectly:

- (i) arising out of resulting from caused by contributed to or in any way related to any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens or
- (ii) any costs or expenses associated in any way with the abatement mitigation remediation containment detoxification neutralisation monitoring removal disposal or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens or
- (iii) any obligation of duty to defend any actions on account of Bodily Injury damage personal or advertising injury or medical payments arising out of resulting from or in any way related to any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens.

Irrespective of the cause of such fungus mildew mould spore(s) or allergens and whenever or wherever occurring.

For the purpose of this exclusion “Bodily Injury” shall also include mental anguish mental injury and/or emotional distress

Disease Exclusion (not applicable to Section 1)

16. The Company will not indemnify the Insured in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

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

Section 1 – Employers Liability

(Applicable only if specified in the Schedule)

Insuring Clause

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages arising from Bodily Injury to an Employee caused during the Period of Insurance within the Territorial Limits and arising out of or in the course of his/her employment by the Insured in connection with the Business.

Limit of Indemnity

The total amount payable for all damages including costs charges and expenses in connection therewith in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule.

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section.

Extensions Applicable To Employers Liability Section

1. *Indemnity to Principals*

The Company will indemnify any Principal against legal liability as defined in the Insuring Clause Provided that

- (a) the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy
- (d) nothing in this Extension will operate to increase the Company's liability beyond the amount for which the Company would have been liable had this Extension not applied.

2. *Personal Representatives*

In the event of the death of the Insured the Company will indemnify the Insureds' legal personal representatives against legal liability as defined in the Insuring Clause.

Provided that

- (a) the Insured was entitled to indemnity under this Section
- (b) such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy.

3. *Indemnity to Other Persons*

If the Insured so requests the Company will indemnify the following persons in respect of legal liability as defined in the Insuring Clause

- (a) any Employee or partner or director of the Insured provided that the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business

Provided that

- (i) such persons are not entitled to indemnity under any other policy
- (ii) such persons shall as though they were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy

- (iii) nothing in this Extension will operate to increase the Company's liability beyond the amount for which the Company would have been liable had this Extension not applied.

4. *Safety Health and Welfare at Work Act 2005*

The Company will indemnify the Insured or at the request of the Insured an Employee or partner or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that the Company shall not be liable for the payment of fines or penalties.

5. *Work Overseas*

The Company will indemnify the Insured in respect of legal liability for Bodily Injury caused to an Employee as defined in the Insuring Clause arising within any member country of the European Union outside of the Territorial Limits where an Employee is on a temporary visit for the purpose of carrying out non-manual work in the course of the Business.

Provided that

- (a) such Employee is normally resident within the Territorial Limits
- (b) the Company will not indemnify the Insured in respect of any amount payable under Workmen's Compensation Social Security or Health Insurance legislation.

Exclusions Applicable to Employers Liability Section

1. Offshore Installations

The Company will not indemnify the Insured in respect of any claim(s) for damages for Bodily Injury caused during any Period of Insurance and sustained by any Employee

- (a) on any offshore installation or support or accommodation vessel for any offshore installation or
- (b) in transit to or from or between any offshore installation or support or accommodation vessel for any offshore installation.

2. Road Traffic Act Liability

The Company will not indemnify the Insured in respect of any liability for which compulsory insurance or security is required under any Road Traffic Act or any legislation amending or replacing any such Act.

Section 2 – Public Liability

(Applicable only if specified in the Schedule)

Insuring Clause

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages arising out of accidental

- (a) Bodily Injury to any person
- (b) Nuisance
- (c) loss of or damage to material property

occurring within the Territorial Limits during the Period of Insurance and arising out of and in the course of the Business.

Limit of Indemnity

The total amount payable for all damages including costs charges and expenses in connection therewith in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule.

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section.

Extensions applicable to the Public Liability Section

1. Work Overseas

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising within any member country of the European Union outside of the Territorial Limits where an Employee or partner or director of the Insured is on a temporary visit for the purpose of carrying out non-manual work in the course of the Business provided that such Employee or partner or director is ordinarily resident within the Territorial Limits.

2. Indemnity to Principals

The Company will indemnify any Principal in respect of legal liability as defined in the Insuring Clause

Provided that

- (a) the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy
- (d) nothing in this Extension will operate to increase the Company's liability beyond the amount for which the Company would have been liable had this Extension not applied.

3. Personal Representatives

In the event of the death of the Insured the Company will indemnify the Insureds' legal personal representatives in respect of legal liability as defined in the Insuring Clause.

Provided that

- (a) the Insured was entitled to indemnity under this Section
- (b) such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy.

4. *Indemnity to Other Persons*

If the Insured so requests the Company will indemnify the following persons in respect of legal liability as defined in the Insuring Clause

- (a) any Employee or partner or director of the Insured provided that the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business.

Provided that

- (i) such persons are not entitled to indemnity under any other policy
- (ii) such persons shall as though they were Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy
- (iii) nothing in this Extension will operate to increase the Company's liability beyond the amount for which the Company would have been liable had this Extension not applied.

5. *Cross Liabilities*

If more than one party is named as the Insured the Company will treat each party as if a separate Policy had been issued to each.

Provided that nothing in this Extension will operate to increase the Company's liability beyond the amount for which the Company would have been liable had this Extension not applied.

Exclusions applicable to the Public Liability Section

The Company will not indemnify the Insured in respect of any liability:

1. for Bodily Injury to an Employee.
2. for fines penalties punitive or exemplary damages.
3.
 - (a) for personal injury or bodily injury or financial loss or loss of damage to or loss of use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants
 - (b) for the cost of removing nullifying or cleaning up of pollutants
 - (c) for fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of pollutants

Notwithstanding the foregoing this Agreement shall cover liability otherwise excluded under paragraphs (a) and (b) above which

- (i) is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place and
- (ii) is indemnified in not more than one annual period of original insurance

For the purpose of this clause pollutants means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

4. for loss of or damage to material property
 - a) belonging to the Insured
 - b) in the custody or control of the Insured or an Employee or partner or director of the Insured other than
 - i) the personal effects (including vehicles and their contents) of any visitor Employee or partner or director of the Insured
 - ii) buildings (together with the contents thereof) temporarily occupied by or on behalf of the Insured for the purpose of carrying out work in the course of the Business
 - iii) buildings (including their fixtures and fittings) leased or rented by the Insured but excluding liability assumed under the terms of any tenancy agreement.

5. caused by or arising from
 - (a)
 - (i) any vehicle for which compulsory insurance or security is required by any Road Traffic Legislation if such vehicle is owned leased hired borrowed or used by the Insured specified in the Schedule or by the person seeking indemnity
 - (ii) any trailer for which compulsory insurance or security is required by any Road Traffic Legislation if such trailer is owned leased hired borrowed or used by the Insured specified in the Schedule or by the person seeking indemnity
 - (b) the loading or unloading of such vehicle or trailer
 - (c)
 - (i) the bringing of a load to such vehicle or trailer for the purpose of loading thereon
 - (ii) the taking away of a load from such vehicle or trailer after unloading therefrom

where indemnity is provided by any other motor insurance contract, or where compulsory insurance or security is required by any Road Traffic Legislation

 - (d) any vessel or craft made or intended to float on or in or travel through water or air or space if such vessel or craft is owned leased hired borrowed or operated by the Insured
 - (e) the loading or unloading of such vessel or craft.
6. caused by or arising from any design plan or specification or any treatment or advice (remedial/professional or otherwise) given administered or omitted by the Insured or an Employee or partner or director of the Insured for which a fee is or would normally be charged.
7. for any claim in respect of loss of or damage to material property against which the Insured is required to effect insurance under any construction contract conditions or under the terms of any other contract or agreement requiring insurance of a like kind.
8. caused by or arising from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission.
9. for loss of or damage to Contract Works occurring before the date of practical completion or before a certificate of practical completion is issued.
10. for the costs of removal repair alteration replacement or reinstatement of any
 - (a) structure erected
 - (b) product supplied

by or on behalf of the Insured

- (c) Contract Works

caused or necessitated by any defect therein or the unsuitability thereof for its intended purposes.

General Conditions

1. Identification

This Policy comprising the Introduction Schedule Definitions Insuring Clauses Extensions Exclusions Conditions and any Endorsements shall be read as one contract and any word or expression to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear.

2. Due Observance

The observance and fulfilment of the terms and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured or any other indemnified party shall be conditions of the Company to make any payment under this Policy.

Where the Insured is a Consumer, every condition that applies to this Policy (whether a Policy or Section Condition) shall apply from the time the condition attaches and continue to be in force during the whole currency of this Policy save that any conditions contained in this policy document or policy schedule shall be treated as suspensive conditions in accordance with Section 19 of the Consumer Insurance Contracts Act 2019 (or any legislation amending or replacing this Act).

Failure by an Insured who is a Consumer to comply with a notification period will not entitle us to refuse a claim unless such failure has prejudiced the Insurer. Prejudice may include, without limitation, restricting or impeding the Insurer's ability to investigate or defend any claim by or against the Insured, incurring or increasing any loss, damage, liability cost or payment that would not otherwise have been incurred or not occurred to the same extent and/or impeding or restricting the ability to obtain contribution from or to exercise subrogation rights against any other person (including any other insurer).

3. Non-Disclosure

(a) Where the Insured is not a Consumer

This insurance will be voidable if there has been misrepresentation misdescription or non-disclosure of any material fact in connection with the proposal.

(b) Where the Insured is a Consumer

If a negligent misrepresentation has occurred and there are no claims outstanding, the Insurer may terminate the contract on reasonable notice or give notice to the Insured that we will exercise one or more of the following remedies:

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

If the Insured submits a claim and it transpires that there has been a misrepresentation in a proposal or in any other information or statements provided to us which is negligent, we shall be entitled, if cover would not have been offered to, avoid the contract, refuse all claims and return the premiums paid.

If the Insured submits a claim and it transpires there has been a misrepresentation in a proposal or in any other information or statements provided to us which is negligent, *we* shall be entitled, if cover would have been offered on different terms, to;

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

4. Alterations in Risk

(a) Where the Insured is not a Consumer

If at any time anything shall occur or be done materially affecting or varying any aspect of the subject matter of this insurance the Insured shall give immediate notice in writing to the Company.

(b) Where the Insured is a Consumer

If at any time anything shall occur or be done materially affecting or varying any aspect of the subject matter of this insurance, the Insured shall give notice in writing to the Company as soon as reasonably possible.

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

However, the Company agrees not to refuse such claims if:

- i. the Insured has notified such alteration in writing in advance to the Company in good time to enable the Company to assess the alteration and the alteration is not of such a nature that, if the alteration had occurred prior to the commencement of this Policy, the Company would not have entered into this Policy on any terms; and
- ii. the Insured has answered all reasonable questions that the Company may raise in connection with the alteration; and
- iii. the Insured pays an appropriate additional premium if required by the Company with effect from the date of the alteration;
- iv. the Insured accepts any additional terms that the Company imposes, with effect from the date of the alteration.

Where the alteration is such that if it had occurred prior to the commencement of this Policy, the Company would not have entered into this Policy on any terms the Company may avoid the Policy or refuse claims.

5. Reasonable Precautions

The Insured must take all reasonable care to prevent Bodily Injury loss or damage and to maintain premises plant and everything used in the Business in proper repair and to act in accordance with all statutory obligations and regulations including the statutory inspection of all lifting plant passenger lifts and steam pressure vessels.

The Insured must immediately make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.

6. Premium Adjustment

If the Premium for this Policy has been calculated on the basis of an estimate supplied by the Insured of wages salaries and other earnings and/or turnover

- (a) the Insured shall maintain an accurate record of such wages salaries and other earnings and/or turnover and the Company or its representatives may at any time examine such record
- (b) the Insured shall within 30 days of the expiry of each Period of Insurance supply to the Company an auditors' certificate of such wages salaries and other earnings and/or turnover for that Period of Insurance and in this regard time is of the essence

And

- i) if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the Insured as the case may be subject to retention of the Minimum Premium stated in the Schedule or as advised to the Insured
- ii) should the Insured fail to supply such auditors' certificate in accordance with this Condition then the Company will not provide any indemnity for any Bodily Injury Nuisance or loss of or damage to material property which might otherwise be the subject of indemnity under this Policy in the Period of Insurance for which the auditors' certificate remains outstanding.

7. Other Insurances

If any insurance under this Policy is also the subject (in whole or in part) of any other policy the liability of the Company shall apply in excess of and not as contributory with such other policy.

8. Cancellation

The Company may cancel this Policy at any time by giving 14 business days notice by registered letter to the last known address of the Insured and in such case the Insured shall be entitled to the return of a proportionate part of the Premium (provided the Premium has been paid to the Company) in respect of the unexpired Period of Insurance.

Where the Insured is a Consumer, the Company will provide a reason for any such cancellation.

9. Cooling off

Where the Insured is a Consumer, the Insured may cancel this Policy providing notice in writing to the Company within 14 working days of the date when the Insured is informed the contract has been concluded.

If the Insured chooses to cancel this Policy during the “cooling-off period”, they will have to pay a proportional amount of premium for the period of time they had insurance cover.

Where the Insured entered into this Policy by means of a distance contract, the 14-day period, known as the ‘cooling-off period’, starts on:

- a) the day the Insured receives their policy documents following inception of the cover; or
- b) the date the Period of Insurance starts; whichever is later

10. Arbitration

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or failing agreement by the President for the time being of the Incorporated Law Society of Ireland. Where any difference is referred to arbitration the making of an award shall be a condition to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned

11. Suspension of Cover

The Company may at any reasonable time inspect any property and in the event of any defect or danger being apparent the Company may give written notice to the Insured when all liability of the Company arising from such defect or danger shall be suspended. If the Insured is a Consumer, this clause will operate only where the defect or danger is such that it takes the risk outside that which was within the reasonable contemplation of the contracting parties when the contract of insurance was concluded.

12. Avoidance and Recovery

The indemnity granted by this Policy is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in any of the Policy Territories but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

13. Claims Conditions

Notice of Claims

In the event of an occurrence which may give rise to a claim for indemnity under this Policy it is a condition that the Insured shall give notice as soon as reasonably possible to Kennco Underwriting Ltd. with full particulars and as far as practicable no alteration or repair shall be carried out until the Company or Kennco Underwriting Ltd. has had an opportunity of investigating. Every letter claim writ summons and process shall be notified or forwarded to Kennco Underwriting Ltd. as soon as reasonably possible on receipt. The Insured shall inform Kennco Underwriting Ltd. as soon as reasonably possible of any impending prosecution inquest or fatal inquiry or civil proceedings and send to Kennco Underwriting Ltd. every relevant document which must remain unanswered by the Insured. Where the Insured is a Consumer, they must comply with the above requirements as soon as reasonably possible.

Control of Claims

No admission repudiation offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company or Kennco Underwriting Ltd. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for

its own benefit any claim for indemnity or damages or otherwise. The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company or Kennco Underwriting Ltd. may require. The Company or Kennco Underwriting Ltd. shall not be liable for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Company or Kennco Underwriting Ltd. in the course of any claim or proceedings.

Where the Insured is a Consumer, the rights afforded to the Company under this section apply only to the extent permitted under the Consumer Insurance Contracts Act 2019.

Discharge of Liability

The Company may at any time at its sole discretion pay to the Insured the amount of the Limit of Indemnity (less any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and be under no further liability in respect of such claim or claims.

14. Fraudulent Claims

(a) Where the Insured is not a Consumer

If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

(b) Where the Insured is a Consumer

Where the Insured makes a claim under the Policy which contains information that is false or misleading in any material respect and which the Insured either knows to be false or misleading or consciously disregards whether it is false or misleading, the Company shall be entitled to refuse to pay the claim and shall be entitled to avoid the Policy.

In the event that the Company becomes aware that the Insured has made a fraudulent claim, it may as soon as practicable after becoming aware of such fraudulent claim, give written notice to the Insured that the Policy will be avoided from the date of submission of the fraudulent claim.

The Company shall be entitled to refuse all liability to the Insured from the date of the submission of the fraudulent claim.

Notwithstanding the above, any claim made prior to the submission of the fraudulent claim which is validly made will not be affected by the subsequent fraudulent claim

15. Minimum & Deposit Premiums

It is hereby noted and agreed that the premium applicable to this Section of the Policy is a Minimum & Deposit Premium, if this policy is cancelled there will be no return of premium under this Section except to the extent required by law, for example if the Insured exercise a “cooling off” right under legislation to cancel the contract or, if the Insured are a Consumer, or if the Company cancels the contract

KENNCO UNDERWRITING LTD. PRIVACY AND DATA PROTECTION STATEMENT

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, Portarlinton, 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.

Kennco - Privacy Notice

Kennco processes certain information in connection with this policy. Information that Kennco processes may be defined as personal and/ or sensitive personal information.

For more detailed information, please see Kennco's full privacy notice set out at www.kennco.ie/privacy-statement

ERGO Privacy Notice

Information We process

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

Information containing personal data and special category personal data

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

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

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

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

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

Collecting electronic personal data

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

How We use Your personal data

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

- arrange and administer an application for insurance;

- manage and administer the insurance;
- investigate, process and manage claims;
- prevent and detect crime (including fraud);
- offer renewals;
- develop new products; and/or
- conduct research (and for wider statistical purposes).

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

Who We share Your information with

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

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

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

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

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

The transferring of information outside the European Economic Area

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

Access to Your personal data

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

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

- give **You** a description of it;
- tell **You** why **We** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

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

Data subject rights

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

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

Data Retention

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

Changes to this Notice

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

Contacting Us

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

Data Protection Officer,

ERGO Versicherung AG
c/o ERGO UK Specialty Limited,
1 Fen Court, London, EC3M 5BN.
Telephone: **+44 121 200 5825**
E-mail: dataprotectionofficer@ergo-specialty.co.uk

Suites 6 & 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16

T 01 4994600 **F** 01 4954627 **E** info@kennco.ie www.kennco.ie

Company registered no. 454673.

Registered office: Suites 6 & 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.
KennCo Underwriting Ltd is regulated by the Central Bank of Ireland.