



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.

Accuracy and Honesty Warning

The information you have given us in answer to the questions you have been asked is set out below. Please read this information carefully. You must contact your Broker to update it where any information is incorrect. Upon receipt of new information we reserve the right to charge an additional premium and/or increase the excesses. The questions you have been asked are material to the risk to be undertaken by the relevant insurer, or the calculation of the premium by the relevant insurer, or both. If you make or have made any misrepresentation Ergo may have the right to repudiate liability, or limit the amount payable under any claim, or terminate the contract of insurance on giving you reasonable notice. As a result, you may also find it difficult to arrange this type of insurance in the future.

Please answer all the Questions in this Section in BLOCK CAPITALS

General Details: Proposer

Name of Proposer (and Trading Name): _____

Correspondence Address: _____

Eircode: _____

Occupation of Proposer (in addition to landowner): _____

Proposed use of Land: _____

Address of Land to which the insurance is to apply: _____

Eircode: _____

Number of acres of land at this location: _____

Number of years/months the Land have been owned by you: _____ Years _____ Months

Other Interested Parties (please specify): _____

Period of Insurance: From: _____ To: _____ (At midnight)

The Proposer should complete the General Question that follow, the relevant parts of the Proposal and the Declaration.

GENERAL QUESTIONS

Have you or any of any principal in the business or any company in which any of you have had an interest:

- | | | | | | | |
|----|----|---|-----|--------------------------|----|--------------------------|
| 1. | a) | ever had a proposal declined, renewal refused, cover terminated or had any special terms or restrictions imposed by an Insurer in respect of this location or any other land / premises? | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| | b) | during the last five years sustained any loss or had any claim made against you, whether insured or otherwise (whether at these premises or elsewhere), in connection with any of the types of insurance for which cover is required? | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| | c) | ever been convicted of any offence involving fraud, arson, theft or handling stolen goods or involved in a pending prosecution for such offences? | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 2. | | Ever been declared bankrupt, the subject of bankruptcy proceedings or made arrangements with creditors? | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

THE LAND TO WHICH THIS COVER APPLIES

- | | | | | | |
|-----|--|-----|--------------------------|----|--------------------------|
| 3. | Is the land occupied? | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 4. | Had the land suffered problems with vagrants, squatters, trespassers, vandals or unsociable behaviour? | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 5. | Are there any public rights of way, footpaths, bridle paths, quarries, mineshafts, wells, ponds, lakes, rivers or other water sources within the boundaries of the land? | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 6. | Are there any buildings on the land? If so please state their construction, condition and use at the end of this form | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 7. | Are you planning to undertake any significant alterations renovation refurbishment or re-development of the land? (If so please give full details and time scales at the end of this form) | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 8. | Has planning permission been granted? | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 9. | Is the land open to the general public? | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 10. | | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

NOTE: If you have answered 'Yes' to any of the questions - numbered 1 to 10 hereon, please give supplementary information hereunder, and indicating clearly the Question Number referred to:

STANDARD LIMIT OF INDEMNITY PROVIDED IS €6,500,000 ANY ONE OCCURRENCE/UNLIMITED IN ANY ONE PERIOD OF INSURANCE

Note 1	Land Owners Liability is limited to legal liability arising out of Property Ownership only, and excludes liability for any working risks, operations or processes undertaken on the Land.
Note 2	Once Development or Redevelopment of the land commences Insurers must be notified as the cover provided by this policy will cease to operate

IMPORTANT NOTICE TO THE PROPOSER:

Your Insurance Contract will be subject to an excess of €1,000 (or higher amount if agreed) in respect of Each and Every Claim / Event falling to be dealt with under the terms of this cover.

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 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, Portarlington, 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
Suits 5 - 7 Grange Road Office Park
Grange Road
Rathfarnham
Dublin 16
Phone: (01) 4994600
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@fspo.ie
Website: www.fspo.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.