

This is a summary of the changes that have been made to the KennCo Garage Combined Policy Booklet with effect from 01/09/2020. This is a summary document only intended to assist Insurance Brokers in advising their clients, however for full detail on the cover provided and for the exact wordings for each of the mentioned sections, please refer to the Policy Schedule including endorsements and the Policy Booklet.

Old Page Number	New Page Number	Type of Change	From	To	Section
4	4	Amending Wording	7. <b>Bodily Injury</b> means accidental bodily injury and includes death disease and illness.	7. <b>Bodily Injury</b> means accidental bodily injury and includes death, disease, illness and mental anguish.	General Definitions
5	6	Amending Wording	<b>Non-Disclosure</b> This insurance will be voidable if there has been misrepresentation misdescription or non-disclosure of any material fact.	<b>5. Contractual duties and proportionate remedies condition</b> The insured has a duty prior to the start of this policy, prior to any variation made during the period of insurance and prior to each renewal, to respond to all questions posed by the Company with complete honesty and with reasonable care.  1. If the Insured responds to the questions posed by The Company in a negligent manner, without complete honesty and/or reasonable care, then The Company can elect one of the following remedies:  a. The Company will avoid the contract and refuse all claims, if The Company would not have entered into this contract based on honest and accurate information. The Company will return any premium paid; or b. The Company will treat the policy as if it had included the different terms (other than payment of the premium) that The Company would have imposed had The Insured responded honestly to the questions posed to The Insured; or c. The Company will reduce proportionately any amount paid or payable in respect of a claim under the policy using the following formula. The Company will divide the premium actually charged by the premium which The Company would have charged had The Insured responded honestly to questions posed to The Insured and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable.  2. If the Insured fraudulently responded to any of The Company's questions or have been involved in any fraudulent activity, relative to this contract, The Company will void this contract from the start of the policy. If there is an active claim, this too will be avoided.	General Conditions
5	5	Amending Wording	<b>2. Alteration</b> This Policy shall be avoided with respect to any item thereof in regard to which there is any alteration after the commencement of this insurance (a) by removal or (b) by Buildings becoming vacant or becoming unoccupied or (c) which increase the risk of loss or damage or Bodily Injury or (d) whereby the interest of the Insured ceases except by will or operation of law or (e) whereby the Business be wound up or carried on by a liquidator or receiver or permanently discontinued. 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>2. Change in risk condition</b> The Insured must tell The Company as soon as possible during the period of insurance of any change 1. to the business 2. in the person, firm, company or organisation shown in the schedule as the insured 3. to the information The Insured provided to The Company previously or any new information that increases the risk of loss as insured under any section of the policy.  Any change that was not within the reasonable scope of the agreed business may not be accepted by The Company and claims may not be paid. In this case the policy will come to an end from the date of the change unless The Company agree in writing to accept an alteration  The Company do not have to accept any request to vary the policy if it is deemed to change the scope of the agreed contract. If The Insured wishes to make any alteration to the policy The Insured must disclose any change to the information previously provided or any new information that could affect this insurance. If The Company accept any variation to the policy, an increase in the premium or different terms or conditions of cover may be required by The Company.	General Conditions
5	5	Amending Wording	<b>1. Cancellation</b> The Company may cancel this Policy at any time by giving 14 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.	<b>1. Cancellation</b> The Company may cancel this Policy at any time by giving 14 days' notice to the Insured's Insurance Broker or 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.	General Conditions
6	6	Amending Wording	<b>7. Premium Adjustment</b> (c) within thirty days of the expiry of each Period of Insurance supply the Company with a correct declaration of such particulars and information as the Company may require in respect of the preceding Period of Insurance duly certified by the Insured's external auditor or accountant. If the amount so paid shall differ from the amount on which premium has been paid the difference in the premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be subject to the retention by the Company of any minimum premium as stated in the Policy or endorsed thereon.	<b>7. Premium Adjustment</b> c) When requested, in advance of the renewal date and at the latest within thirty days of the expiry of each Period of Insurance supply the Company with a correct declaration of such particulars and information as the Company may require in respect of the preceding Period of Insurance duly certified by the Insured's external auditor or accountant. If the amount so paid shall differ from the amount on which premium has been paid the difference in the premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be subject to the retention by the Company of any minimum premium as stated in the Policy or endorsed thereon.	General Conditions
7	8	Amending Wording	(a) give immediate notice in writing to Kennco Underwriting Ltd. or to your Insurance Broker	(a) as soon as possible give notice in writing to KennCo Underwriting Ltd. or to your Insurance Broker	Claims Conditions
7	8	Amending Wording	(b) give immediate notice to the Garda Síochána in respect of –	(b) as soon as possible give notice to An Garda Síochána in respect of -	Claims Conditions
7	8	Amending Wording	(e) inform Kennco Underwriting Ltd. immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to Kennco Underwriting Ltd. immediately every relevant document	(e) as soon as possible inform KennCo Underwriting Ltd. of any impending prosecution inquest or fatal inquiry or civil proceedings and promptly send to KennCo Underwriting Ltd. every relevant document	Claims Conditions
7	8	Amending Wording	(j) forward to Kennco Underwriting Ltd., immediately on receipt, any letter, claim, writ, summons or other document (which must remain unanswered) received by you in connection with such event.	(j) as soon as possible forward to KennCo Underwriting Ltd. any letter, claim, writ, summons or other document (which must remain unanswered) received by you in connection with such event	Claims Conditions
9	10	Amending Wording	These Notes are NOT part of the contract of Insurance but are a guide to help you if you have a claim. If you know, or think it possible, that the damage or injury is severe, or even if you just want to speak to someone about it, please phone your broker immediately. Prompt notification by you or your insurance broker, to us, of all losses and injuries which might result in a claim is important.	These Notes are NOT part of the contract of Insurance but are a guide to help you if you have a claim. If you know, or think it possible that the damage or injury is severe, or even if you just want to speak to someone about it, please phone your broker as soon as possible. Prompt notification by you or your insurance broker, to us, of all losses and injuries which might result in a claim is important.	How to Deal with a Claim
9	10	Amending Wording	<b>Glass Breakage</b> If the damage occurs when your premises are closed the Garda Síochána may make immediate arrangements for the broken window(s) to be boarded up. If this hasn't been done you should immediately make arrangements for boarding up or immediate replacement of the broken glass. You should also give immediate notice of the breakage to your broker.	<b>Glass Breakage</b> If the damage occurs when your premises are closed An Garda Síochána may make immediate arrangements for the broken window(s) to be boarded up. If this hasn't been done, as soon as is possible you should make arrangements for boarding up or replacement of the broken glass. You should also give notice of the breakage to your broker as soon as possible.	How to Deal with a Claim
9	10	Amending Wording	<b>Other Damage Notification</b> Please write to your broker immediately giving as much detail as you can. If the property has been stolen mislaid or damaged by thieves inform the Gardai immediately.	<b>Other Damage Notification</b> Please write to your broker as soon as possible giving as much detail as you can. If the property has been stolen mislaid or damaged by thieves inform the Gardai as soon as possible.	How to Deal with a Claim
9	10	Amending Wording	<b>Notification of Injury</b> Where an Employee has been injured or a member of the public has been injured and/or his/her property has been damaged, please write to your broker immediately, giving as much detail as you can.	<b>Notification of Injury</b> Where an Employee has been injured or a member of the public has been injured and/or his/her property has been damaged, please write to your broker as soon as possible, giving as much detail as you can.	How to Deal with a Claim

Old Page Number	New Page Number	Type of Change	From	To	Section
35	36	Amending Wording	<p><b>3 Prevention of Access</b> Property in the vicinity of the Premises destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto whether the Premises or property of the Insured therein shall be damaged or not but excluding destruction of or damage to property of any public utility from which the Insured obtains supplies or services.</p>	<p><b>3. Prevention of Access</b> Interruption caused by damage to property within a 1 mile radius of your premises, caused by contingencies listed in Section 1 - Material Damage, which prevents all access to or the use of your premises whether your premises or your property suffers damage or not.</p> <p>We will not cover loss, destruction or damage to property of any supply undertaking from which you obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of these services.</p> <p>The insurance provided by this extension shall only apply for the period starting with the prevention of access and is limited to 12 weeks or €7,500, whichever is less, during any one period of Insurance.</p>	Section 2: Business Interruption EXTENSIONS
35	36	Amending Wording	EXTENSIONS – The following Extensions shall apply to this Section but the liability under each shall be limited to e7,500 in respect of any one occurrence unless specifically amended in the Schedule.	EXTENSIONS – The following Extensions shall apply to this Section but the liability under each shall be limited to €7,500 in respect of any one occurrence unless specifically amended in the Schedule or noted below.	Section 2: Business Interruption EXTENSIONS
	2	New Wording	N/A	<p><b>Sanctions condition</b> This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of this policy that The Company will not provide cover, or pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose The Company, or a parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the Republic of Ireland the European Union, the United States of America or any other territory.</p>	Important Information
	15	New Wording	N/A	<p><b>20. Bodily injury (Applicable to Sections 1 &amp; 2)</b> Bodily injury as defined under General Definitions section and including mental anguish.</p>	General Exclusions
	15	New Wording	N/A	<p><b>21. Seizure and confiscation (Applicable to Sections 1 &amp; 2)</b> Any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority.</p>	General Exclusions
	15	New Wording	N/A	<p><b>22. Penalties and fines (Applicable to Sections 1 &amp; 2)</b> Any penalties or fines incurred by the Insured except consecutive from a material damage.</p>	General Exclusions
	15	New Wording	N/A	<p><b>23. Overseas establishment (Applicable to Sections 4 &amp; 5)</b> The company will not cover claims caused by or arising from any associated or subsidiary company of the Insureds, or any of the Insureds branch offices, or any representative of the Insureds with power of attorney, registered, having premises or resident outside the policy territories.</p>	General Exclusions
	15	New Wording	N/A	<p><b>24. Undamaged items (Applicable to Sections 1 &amp; 2)</b> Repair or replacement of any defective material or undamaged item.</p>	General Exclusions
	7	New Wording	N/A	<p><b>12. Cooling Off Period</b> The insured may cancel this policy within 14 days of the first period of insurance but not after any subsequent renewal. If the Insured is dissatisfied for any reason or the policy does not meet your requirements. The Insured may cancel the policy any time.</p> <p>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.</p>	General Conditions
	7	New Wording	N/A	<p><b>13. Warranties and conditions precedent endorsement</b> It is hereby agreed by us that any warranties or conditions precedent contained in your policy document or policy schedule will be interpreted as per Section 19 of the Consumer Insurance Contracts Act 2019. Subject otherwise to the terms conditions and exceptions of the policy.</p>	General Conditions

The below changes have been made with effect from 01/03/2021. This is a summary document only intended to assist Insurance Brokers in advising their clients, however for full detail on the cover provided and for the exact wordings for each of the mentioned sections, please refer to the Policy Schedule including endorsements and the Policy Booklet.

		General Amendment		Defined words throughout the document highlighted in <b>Bold</b> , as per Page 4 General Definitions.	All Sections
14	N/A	Wording Removed	<p><b>Electronic Data Endorsement</b> 18. Electronic Data Exclusion Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is understood and agreed as follows: a) This insurance does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment. COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to “Trojan Horses”, “worms” and “time or logic bombs”. b) However, in the event that a peril listed below results from any matters described in paragraph (a) above, this insurance, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the original policy period to the property insured by the original policy directly caused by such listed peril. Listed Perils: Fire Explosion</p>	Removed	General Exclusions

Old Page Number	New Page Number	Type of Change	From	To	Section
15	N/A	Wording Removed	<p><b>19. Electronic Data Processing Media Valuation</b> Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is understood and agreed as follows: Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC 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 such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.</p>	Removed	General Exclusions
13	13	Amending Wording	<p><b>This Policy does not cover losses arising directly or indirectly from:</b> <b>Cyber Risk</b> 11. i. the loss of alteration of or damage to or ii. a reduction in the functionality availability or operation of a computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus worm logic bomb or trojan horse.</p>	<p><b>Electronic risks exclusion</b> 11. This policy does not cover any liability or losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from: 1. Damage to or the destruction of any <i>Computer Systems</i> ; or 2. any alteration, modification, distortion, erasure or corruption of <i>Electronic Data</i> in each case whether your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from a virus or similar mechanism or <i>Hacking or Phishing or Denial of Service Attack</i> . Additional Definitions are: <i>Computer Systems</i> - Computer or other equipment or component or system or item which processes, stores, transmits or receives data. <i>Damage</i> - Damage Accidental loss, destruction or damage. <i>Electronic Data</i> - Electronic data shall mean facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment. <i>Denial of Service Attack</i> - Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems. <i>Hacking</i> - Unauthorised access to any computer systems, whether your property or not. <i>Phishing</i> - Any access or attempted access to data made by means of misrepresentation or deception.</p>	General Exclusions
	15	New Wording	N/A	<p><b>23. Nuclear risk</b> All operational and non-operational nuclear facilities are excluded</p>	General Exclusions
36	36	Amending Wording	<p><b>4 Public Utilities</b> Property at any (a) generating station or sub-station of the public electricity supply undertaking (b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith (c) waterworks or pumping station of the public water supply undertaking (d) land based premises of the public telecommunications undertaking from which the Insured obtains electricity gas water or telecommunications services.</p>	<p><b>4 Public Utilities</b> Property that has suffered damage caused by contingencies listed in Section 1 Material Damage at any land based: (a) generating station or sub-station of the public electricity supply undertaking (b) premises of the public gas supply undertaking or of any natural gas producer linked directly therewith (c) waterworks or pumping station of the public water supply undertaking (d) premises of the public telecommunications undertaking from which the Insured obtains electricity gas water or telecommunications services.</p>	Section 2 - Business Interruption
5	5	Amending Wording	<p><b>1. Cancellation</b> The Company may cancel this Policy at any time by giving 14 days' notice to the Insured's Insurance Broker or 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.</p>	<p><b>1. Cancellation</b> The Company may cancel this Policy at any time by giving 14 working days' notice to the <b>Insured's</b> Insurance Broker or by registered letter to the last known address of the <b>Insured</b> and in such case the <b>Insured</b> 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. <i>Changed wording to refer to "14 working days" rather than just 14 days.</i></p>	General Conditions
7	7	Amending Wording	<p><b>12. Cooling Off Period</b> The Insured may cancel this policy within 14 days of the first period of insurance but not after any subsequent renewal. If the Insured is dissatisfied for any reason or the policy does not meet the Insured's requirements, the Insured may cancel the policy any time.  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.</p>	<p><b>12. Cooling Off Period</b> The <b>Insured</b> may cancel this policy within 14 working days of the first period of insurance but not after any subsequent renewal. If the <b>Insured</b> is dissatisfied for any reason or the policy does not meet the <b>Insured's</b> requirements, the <b>Insured</b> may cancel the policy any time.  If the <b>Insured</b> chooses to cancel this Policy during the "cooling-off period", they will have to pay a <i>proportional amount of premium for the period of time they had insurance cover</i>.</p>	General Conditions