

# GENERAL TERMS AND CONDITIONS

## IMPORTANT NOTICE

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Please contact us immediately if any corrections are necessary.

Any enquiries you may have regarding your Policy may be addressed either to the insurance broker who arranged the Policy for you or directly to us.

## CLAIMS PROCEDURE

If you wish to make a claim, please contact the insurance broker who arranged the Policy or contact us on 01 6095601 quoting your policy number. Please also refer to our on-line guidance on how to make a claim which can be found at [www.travelers.ie](http://www.travelers.ie).

## COMPLAINTS PROCEDURE

### Our Promise To You

- We will acknowledge complaints promptly
- We will investigate quickly and thoroughly
- We will keep you informed of progress
- We will do everything to resolve your complaint fairly
- We will learn from our mistakes and use your feedback to continually improve our service

### What To Do If You Have A Complaint

If you are dissatisfied with any aspect of our service, please contact us on 01 6095600 or email us at: [CustomerRelations@travelers.com](mailto:CustomerRelations@travelers.com) quoting your policy number or claim reference if appropriate. Alternatively, you can write to us at the address below:

The Compliance Officer, Third Floor, Block 8  
Harcourt Centre, Charlotte Way, Dublin 2

If we have not been able to resolve your complaint to your satisfaction and you are an eligible complainant, you may refer the matter to the Financial Services and Pensions Ombudsman (FSPO) at the address below:

Financial Services and Pension Ombudsman Third Floor,  
Lincoln House, Lincoln Place, Dublin 2 D02 VH29  
Email: [info@fspoi.ie](mailto:info@fspoi.ie) Website: [www.fspoi.ie](http://www.fspoi.ie)  
Tel: +353 1 567 7000

## USING PERSONAL DATA – FAIR PROCESSING NOTICE

### How we treat information about you and your rights under data protection legislation.

In order to provide our insurance services, we (Travelers as a Data Controller) will collect certain personal information about you. The type of information that we collect will depend on our relationship with you. For example, you may be a Travelers policyholder, prospective policyholder or a third party making a claim under a Travelers' insurance policy.

If you provide us with personal information about a third party, you should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover we are being asked to

provide or the kind of claim we are being asked to assess or pay.

Some of the information we collect may be classified as 'special category data', which is information that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- considering an application for insurance,
- providing and administering an insurance policy,
- handling claims including claims validation,
- preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, we will share your information with other companies in the Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with our products or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

If your policy includes motor cover, we will pass your policy details to the Motor Third Party Liability database maintained by the Motor Insurers' Bureau of Ireland (MIBI). For information about how the MIBI may use this information, please click [www.travelers.ie/privacy-policy](http://www.travelers.ie/privacy-policy)

We may also use your personal information for marketing purposes, but only in accordance with your marketing preferences.

For more information about how we process your data and the rights you have, please click: [www.travelers.ie/privacy-policy](http://www.travelers.ie/privacy-policy)

## SUMMARY OF CONFLICTS OF INTEREST POLICY

Travelers maintain an internal Conflict of Interest policy which identifies circumstance which may give rise to a potential for conflict of interest.

Where a conflict of interest or suspected conflict of interest has been identified, and cannot be reasonably avoided, we will disclose the general nature and or source of the conflict of interest to you and your insurance intermediary.

Travelers will not proceed and bind any insurance contract with you unless you the policyholder have acknowledged, in writing, that you are aware of the conflict of interest and still want to proceed with your insurance contract with us, and, that your intermediary confirms in writing the conflict does not damage your best interests.

## COOLING-OFF PERIOD

If your annual turnover is EUR 3,000,000 or less, you can cancel this policy within 14 days from the date you received your insurance documentation ('the cooling off period').

If you choose to cancel this policy during the cooling off period, we will return your premium in full provided that you have not:

- (a) made a claim under the policy, or
- (b) changed any term or condition of the policy during the cooling-off period

The deemed date of receipt of your insurance documentation shall be the day of sending (if sent by email) or the second day after posting (if sent by post).

## **HELPLINE AND ON-LINE SERVICES**

The helpline and on-line services detailed below are provided by ARAG Legal Protection Ltd.

ARAG provide the helpline services 24 hours a day, seven days a week during the **period of insurance**. To help them check and improve their service standards, they may record calls, other than those to the counselling service.

### **Commercial Legal Advice – 1850 670 747**

ARAG provide confidential legal advice over the phone on any commercial legal problem affecting the **business**, under the laws of the Republic of Ireland, the United Kingdom, of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands. Wherever possible the Commercial Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However, if this is not possible, they will arrange a call back at a time to suit **you**.

ARAG legal advisors provide advice on the laws of the Republic of Ireland 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, they will refer **you** to one of their specialist advisors. This will include certain areas of law for Scotland and Northern Ireland.

**Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, they will call you back.**

### **Health & Medical Information Service – 1890 254 164**

ARAG will give **you** information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness.

**Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.**

### **Counselling – 1850 670 407**

ARAG will provide **your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 years or over including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by ARAG.

**The counselling helpline is open 24 hours a day, seven days a week.**

### **Business Assistance – 1850 670 747**

In the event of an unforeseen emergency affecting **your** business premises which causes damage or potential danger, ARAG will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility.

### **Employment Manual – Visit [www.arag.ie](http://www.arag.ie)**

The ARAG Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit [www.arag.ie](http://www.arag.ie). From the home page click on the Employment Manual icon.

**ARAG will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not phone them on the above numbers to report a general insurance claim.**

## The Contract of Insurance

**You** have provided information, statements, and declarations to **us** and have also paid or agreed to pay the premium. In exchange, **we** will provide the insurance indicated in the **schedule**. The **policy** and **your proposal** will be read as one contract.

Words or expressions that have been given a particular meaning in the General Words With Special Meanings or specific Section Words With Special Meanings in this **policy** will appear in **bold** type. Please also note that the singular includes the plural and vice versa, the male gender includes the female and neutral genders, and the term person includes a corporation.

## General Words With Special Meanings

In this **policy**, the following terms will have the following meanings. If a term below is also defined in a specific Section of this **policy**, then the definition in that Section applies for purposes of that Section.

**agent** means any person, company, firm or subcontractor directly appointed by **you** to act on **your** behalf.

**bodily injury** means:

- (a) death, injury, disease or illness of any person; or
- (b) mental injury, mental anguish or shock that results in a recognisable psychiatric injury.

For the Data Protection cover clause in the Public Liability Section, **bodily injury** means

- (a) death, injury, disease or illness of any person; or
- (b) mental injury, mental anguish, distress or shock

**business** means the business shown in the **schedule** carried on by **you** at or from premises within the **territorial limits**. **Business** includes:

- (a) the ownership, repair, maintenance, decoration or occupancy of the property (but this does not include any premises at or from which any **portfolio company** carries on business) by **you**;
- (b) catering, sports, social welfare and educational organisations and fire, first aid, medical, dental, ambulance and security services; and
- (c) participation in business-related exhibitions and corporate events.

However, **business** does not include:

- (i) any business carried on by or on behalf of a **portfolio company**; or
- (ii) the operation of any entity (other than **you**) going through an administration process.

**claim investigation expenses** means costs and expenses **we** pay to a **third party** in connection with the investigation, handling or control of any claim. However, **claim investigation expenses** does not include claimants, prosecution or defence costs and expenses as may be covered under this **policy**.

**covered person** means **you** and, at **your** request:

- (a) any of **your** directors, partners, or **employees** in respect of liability for which **you** would have been

entitled to indemnification under this insurance if the claim had been made against **you**;

- (b) any officers, committees or members of the catering, sports, social welfare, health and safety, educational organisations, fire, first aid, medical, dental, ambulance and security services owned by **you** in their respective capacities;
- (c) any officers or trustees of **your** pension scheme; and
- (d) the legal personal representative of any party covered under paragraphs (a), (b) or (c) above.

**data** means facts, concepts or information converted to a form useable in **your** computer operations and that are owned, leased, or rented by **you** or for which **you** are legally responsible.

**employee** means any:

- (a) person under a contract of service or apprenticeship with **you**;
- (b) labour only subcontractor, labour master or any person supplied by that subcontractor or master;
- (c) self-employed person providing labour only;
- (d) person hired to or borrowed by **you**;
- (e) person under work experience or any similar scheme;
- (f) volunteer worker acting under **your** authority; or
- (g) equity partner or member of **your** limited liability partnership;

whilst working directly for **you** in connection with **your business**.

**event** means an occurrence, or a series of occurrences arising out of one source or original cause, that gives rise to loss covered under this **policy**.

**excess** means an amount shown in the **schedule** for which **you** are responsible as the first part of a claim.

**injury** means:

- (a) **bodily injury**;
- (b) false arrest, wrongful detention, false imprisonment or malicious prosecution of any person; or
- (c) wrongful entry or eviction or other invasion of the right of private occupancy.

**period of insurance** means the period shown in the **schedule**.

**policy** means this insurance document, including its general and specific Sections and the **schedule**.

**portfolio company** means any entity, other than **you**, in which **you** have at any time had a debt or equity interest, had a management or board position, or agreed to provide a financial guarantee.

**programme** means a sequence of instructions given to a computer that is either purchased or written on a custom basis owned, leased or rented by **you** or for which **you** are legally responsible.

**proposal** means all information **you** or others on **your** behalf provided to **us**.

**schedule** means the schedule to the **policy**.

**territorial limits** means the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or Channel Islands.

**third party** means a person or entity but this does not include the **covered persons**.

**we / us / our** means Travelers Insurance Designated Activity Company Limited.

**you / your** means the persons, firms, corporations or entities named in the **schedule** or their legal personal representatives.

## General Conditions

These are the conditions of this insurance that need to be met. There are also conditions that apply to specific Sections of the **policy**. If these conditions are not met, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances, not meeting these conditions may mean this **policy** is not valid.

### Information you have given us

The information **you** have given **us** is important as **we** use this in setting the terms and premium for **your** insurance. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information, it could adversely affect **your** insurance and any claim. For example, **we** may:

- (a) amend the terms of **your** insurance. **We** may apply these amended terms (which may include refusing to pay a claim) as if they were already in place if the amount **we** would pay has been adversely impacted by **your** careless provision of false or misleading information;
- (b) require **you** to pay more for **your** insurance; or
- (c) cancel **your** insurance in accordance with the General Cancellation Condition.

**We** will write to **you** if **we**:

- (a) intend to treat this insurance as if it never existed;
- (b) need to amend the terms of **your** insurance; or
- (c) require **you** to pay more for **your** insurance.

### Notifying us of any changes or inaccuracies

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as practicable.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the General Cancellation Condition.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this

insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

### Fraudulent Claims

If the **covered person**, or anyone acting on the **covered person's** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **we** will not pay the false or fraudulent claim, or any subsequent claim.

### Assignment

If **you** wish to assign **your** interest under this **policy** **you** must first obtain **our** written consent.

### Reasonable Precautions

The **covered person** must take all reasonable steps to prevent or minimise injury, damage or loss that may be covered under this **policy** and should make all reasonable efforts to comply with all relevant statutory obligations and regulations.

### Claims Duties of the Covered Persons

- (a) The **covered person** must give **us** notice as soon as possible of any **event** or circumstances which may give rise to a claim under this **policy**;
- (b) The **covered person** must forward to **us** every service of writ summons, claim form, impending prosecution notice requiring arbitration, notice of an inquest or fatal accident inquiry in connection with any such circumstance or **event**;
- (c) The **covered person** must give **us** full particulars of the **damage**, circumstance or **event**:
  - (i) within seven days in the case of **damage** caused by riot, civil commotion, strikes, locked-out workers, persons taking part in labour disturbances or malicious persons; or
  - (ii) within thirty days in the case of any other circumstance or **event** or any further time as **we** may allow.
- (d) The **covered person** must attend all proceedings, assist **us** in the giving of evidence and the attendance of witnesses, and give **us** all information and assistance **we** may reasonably require in connection with any circumstance, **event**, or claim;
- (e) The **covered person** must bear its own costs and expenses under this condition, except as otherwise provided within the **policy**; and
- (f) The **covered person** must not make any admission, offer any promise, make any payment or agree to any indemnity without **our** prior written consent.

### Control of Claims

- (a) **We** may, at **our** discretion:
  - (i) investigate, handle, control and settle, compromise or make ex-gratia payments in respect to any claim and generally conduct any proceeding, process or actions related to the claim as **we** deem appropriate. The costs **we** incur (including **claim investigation expenses**) will be subject to any **excess** shown in the **schedule** regardless of whether **we** subsequently provide indemnification; and

- (ii) take over and control the legal representation of the **covered person** at any inquest, inquiry or proceedings in any Court concerning any matter that has or may give rise to a claim under the **policy** as well as the defence and settlement of any claim. **We** will conduct such representation, defence and settlement as **we** see fit. In the event that **we** make any payment, the **covered person** must pay **us** any applicable **excess** as soon as possible; and
- (b) If **we** pay the **covered person** an amount under this **policy** to settle a claim, **we** will then no longer conduct or control the negotiations, actions or proceedings for that claim and will have no further liability in respect of that claim, except for those costs and expenses incurred prior to the date of such payment. **We** will not be responsible for any loss which the **covered person** may claim as a result.

#### Recovery Against Others

If another person or entity is responsible or potentially responsible for loss, damage or injury covered under this **policy**, **we** will be entitled to all of the **covered person's** rights of recovery against that person or entity before or after any claim payment and the **covered person** must provide all relevant information and reasonable assistance. Any recovery **we** make will be applied first to sums **we** have paid and then to the **covered person's excess**, and finally to any uninsured loss, unless agreed to the contrary.

**We** will not exercise these rights against any **employee**, unless the claim in question has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act, error or omission of that **employee**.

#### Contribution

If there is any other insurance or other indemnity available to the covered person covering a claim that is also covered by this **policy**, **we** will not be liable to pay nor contribute more than **our** pro rata share, including any associated costs and expenses.

#### Applicable Law

The **policy** and any dispute concerning its interpretation is subject to and will be construed in accordance with the law of the Republic of Ireland.

#### Arbitration

Any dispute between **you** and **us** regarding the **our** liability in respect of a claim or the amount to be paid shall, in default of an agreement, be referred within twelve months of the dispute arising to an Arbitrator appointed jointly by **you** and **us**, or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland, and the decision of such Arbitrator shall be final and binding on both parties. Where any difference is referred to arbitration, the making of an award shall be a prerequisite to any right of action against **us**.

Any claims not referred to arbitration within 12 calendar months from the date of disclaim of the liability shall be deemed to have been abandoned.

#### Multiple Insureds

If **you** consist of more than one person or party under this **policy**, **we** will indemnify each person or party in the same manner and to the same extent as if a separate **policy** had been issued to each. However, the total amount payable will

not exceed the applicable Limit of Indemnity.

**We** will not indemnify **you** against liability which is or would be covered under any Employers' Liability insurance but for the existence of this **policy**.

#### Cancellation Condition

##### (a) Cancellation

**You** may cancel **your policy** at any time after the cooling-off period by giving **us** notice in writing. **We** will refund any premium paid for the remaining period of insurance as long as **you** have not made any claim in the current **period of insurance**.

**We** can cancel this **policy** at any time by giving **you** 30 days' notice in writing to **your** last known address or an e-mail to the e-mail address **you** provided. **We** will refund any premium paid for the remaining **period of insurance** as long as **you** have not made any claim in the current **period of insurance**.

**We** will not make any payment under this **policy** unless **you** have paid the premium.

##### (b) Instalment Default

In the event that **you** are paying the premium by instalments and **we** are advised that **your** credit agreement has been terminated as a result of non-payment, **we** will cancel the **policy**. In this event the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and the amended **period of insurance** in writing to **your** last known address or an e-mail to the e-mail address **you** provided.

If **you** are paying the premium on this **policy** by instalments and **you** make a claim under the **policy** for which **we** have made a payment, or which is still under consideration, or **you** have notified **us** of an incident which is likely to give rise to a claim but is yet to be reported to us, the annual premium remains due in full. In these circumstances, **we** will deduct any outstanding premiums from any claim amounts that may be due to **you**.

##### (c) Policy Renewal

In the event that **you** are paying the premium by instalments, the Cancellation Condition – Instalment Default applies.

In the event that **you** are paying the premium in full, **we** may cancel the **policy** if any premium remains unpaid 14 days after the due date. In such cases **we** will cancel the **policy** by giving **you** 7 days' notice in writing to **your** last known address or an e-mail to the e-mail address **you** provided. Cover will cease on the date that the premium was due.

#### Sanctions

This **policy** will not provide coverage, nor will **we** have any liability to pay any claim or provide any benefit, to the extent that the provision of such coverage, payment of such claim 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 Union, United Kingdom or United States of America.

### **Alterations to Your Policy**

**We** will not charge **you** an administration fee if **you** make any changes to **your policy**.

If **you** make changes to **your policy** which results in **you** having to pay **us** an additional premium, **we** will only charge **you** that additional premium if it exceeds €5.00 (not including any Government Levy).

If **you** make changes to **your policy** which results in **us** returning premium to **you**, **we** will not return any premium to **you** that is less than €5.00 (not including any Government Levy).

### **General Exclusions - What This Policy Does Not Cover**

Please note that this exclusion applies in addition to the exclusions that are specific to a particular coverage Section. **You** should read those provisions together with this one.

#### **Radioactive Contamination**

The **policy** does not cover loss or destruction of, or damage to, any property or any other loss or expense arising out of any:

- (a) ionising radiations, or contamination by radioactivity, from any nuclear fuel, nuclear waste or combustion of nuclear fuel;
- (b) radioactive toxic explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or component thereof;
- (c) weapon or device employing atomic or nuclear fission or fusion, or other like reaction or radioactive force or matter;
- (d) radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph (d) will not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- (e) chemical, biological, bio-chemical or electromagnetic weapon;

but in respect of **bodily injury** sustained by an **employee**, this exclusion will apply only when **you** have undertaken to indemnify or assume the liability of a **third party** under a contract or agreement in respect of that **bodily injury**.

#### **Travelers Insurance Designated Activity Company**

Travelers Insurance DAC is regulated and authorised by the Central Bank of Ireland  
Registered Office: Third Floor, Block 8, Harcourt Centre, Charlotte Way, Dublin 2, Ireland

[travelers.co.uk](http://travelers.co.uk)

[travelers.ie](http://travelers.ie)