

Securus Insurance Ltd

**Property Owners Liability
Insurance Policy**

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Important Information

This **Policy** wording, **Schedule** and any **endorsement** applying to **your Policy** forms **your** insurance document. This document sets out the terms and conditions of the contract of insurance between **you** and **us**. **You** should read this document in full and keep it in a safe place.

In return for payment of the premium shown in the **Schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this **Policy**, against loss or **damage you** sustain or legal liability **you** incur for accidents happening at the **Premises** during the **period of insurance** shown in the **Schedule**.

When drawing up this **Policy**, **we** have relied on the information and statements which **you** have given **us** which includes the **proposal form** or statement of fact.

You are under a duty to answer all questions posed by **us** honestly and with reasonable care in connection with **your** application for insurance. Failure by **you** to disclose all information requested by **us** during the application process could render the **Policy** void.

Cancellation and Cooling Off Period

The Insured's Right to Cancel during the Cooling-Off Period

You may cancel this insurance contract provided **you** have not made a claim under such insurance contract and **Securus Insurance Ltd** receives written confirmation of cancellation by post or email within 14 working days of the **Policy** start date or the date **you** receive full **Policy** documentation, whichever is later.

If **you** wish to cancel during the Cooling-Off Period, **you** will be entitled to a refund of any premium paid unless **you** have made a claim in which case the **Insurers** may require payment of the premium.

The Insured's Right to Cancel after the Cooling-Off Period

The **Insured** is entitled to cancel this **Policy** after the cooling-off period by notifying the **Insurer** in writing. If this insurance is cancelled and provided the **Insured** has not made a claim and there hasn't been an incident that could give rise to a claim, **we** will return the premium stated in the **schedule** less a deduction for the time for which the **Insured** has been covered. This will be calculated at a proportional daily rate depending on how long the **Policy** has been in force. However, where the premium stated in the **schedule** is a "minimum & deposit" premium, there will be no return of premium except to the extent required by law, for example if the **Insured** exercises a "cooling off" right under legislation to cancel the contract or if the **Insurer** cancels the contract.

The Insurer's Right to Cancel

The **Insurer** is entitled to cancel this **Policy**, if there is a valid reason to do so (including, but not limited to, any failure by the **Insured** to pay the premium), by giving the **Insured** fourteen (14) days' notice in writing by recorded post to **your** correspondence address shown in the **schedule**. Any return of premium due to the **Insured** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless the **Insured** has made a claim in which case the full annual premium is due.

This **Policy** is **Insured** by Lloyd's Insurance Company S.A and issued by the Appointed Coverholder, Securus Insurance Ltd.

The **Insurers** in consideration of the payment of the premium shall provide insurance against loss destruction **damage** or **liability** occurring at any time during the period of insurance (or any subsequent period for which the **Insurer** accepts a renewal premium) in accordance with the Sections of the **Policy** shown as operative in the **Schedule** subject to the exclusions provisions and conditions of the **Policy**.

The written authority (which is shown in the **Schedule**) allows Securus Insurance Ltd to sign and issue this **Policy** on our behalf.

This **Policy** wording does have certain general conditions and exclusions, that may not be found in a standard insurance **Policy** wording.

Please read the whole document carefully. It is arranged in different sections. It is important that;

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

You are advised to keep copies of documents sent to or received from **us** for **your** own protection.

Please contact **your** broker immediately if this document is not correct or if **you** would like to ask any questions.

Please keep this **Policy** in a safe place – **you** may need to refer to it if **you** have to make a claim.

Your privacy Notice

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

What personal information we process about you

We collect and use relevant information about **you** to provide **you** with the insurance cover or the insurance cover that benefits **you**, and to meet our legal obligations and the obligations of others in the insurance chain. 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, or the cover from which **you** benefit. This information may include special categories of personal data details such as information about **your** health and any criminal convictions **you** may have.

Why we collect your personal information and the lawful basis for processing

We collect and use **your** personal data to provide **you** with the insurance cover. The legal basis is the contract performance with **you** as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations. For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis. For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child. Finally, **we** can also process **your** personal data for fraud prevention and detection with legitimate interest as the legal basis.

Who we are sharing your personal data with

The way insurance works means that **your** information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). For example, Insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that

is provided, and to the extent that it is needed or allowed by law.

From time to time **we** may need to share **your** personal information with third parties outside EEA and **we** will always take steps to ensure that any international transfer of information is carefully managed to protect **your** rights and interests:

- **We** will only transfer **your** personal information to countries which are recognised as providing an adequate level of legal protection or where **we** can be satisfied those alternative arrangements are in place to protect **your** privacy rights.
- Transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances.
- Any requests for information **we** receive from law enforcement or regulators will be carefully checked before personal information is disclosed.

How long we keep your data

We keep **your** personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

We will securely delete or erase **your** personal information if there is no valid business reason for retaining **your** data. In exceptional circumstances, **we** may retain **your** personal information for longer periods of time if **we** believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

Other people's details you provide to us

Where **you** provide **us** (or **your** insurance agent or insurance broker) with details about other people, **you** must ensure that this data protection notice is provided to them.

Complaints, contacting us and the regulator, and your rights

If **you** wish to know how **we** use **your** information or see a copy of our full Privacy **Policy**, please contact **us** LloydsEurope.DataProtection@lloyds.com or go to the Privacy **Policy** at website <https://www.lloydseurope.com> where **we** have full details.

You have the following rights in relation to the information **we** hold about **you**:

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If **you** wish to exercise **your** rights, **you** need to contact the insurance agent or insurance broker that arranged **your** insurance.

You have the right to lodge a complaint with the competent data protection authority, but **we** encourage **you** to contact **us** before doing so.

Consent

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance broker that arranged the contract will ask **you** to obtain **your** consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance **Policy**, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child.

Member States may provide by law for a lower age for those purposes provided that such lower age is not below 13 years.

You are free to give **us** **your** consent, however, if **you** do not give **your** consent, or **you** withdraw **your**

consent, this may affect our ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

Contact details of the Data Protection Officer

If **you** have any questions relating to data protection that **you** believe **we** will be able to answer, please contact our Data Protection Officer:

Data Protection Officer
Lloyds Insurance Company S.A.
Bastion Tower
Place du Champ de Mars 5
1050 Bruxelles
Belgium

Email: LloydsEurope.DataProtection@lloyds.com

Third Party Rights

It is not the intention of this **Policy** that any party except **us** and **you** or other parties specifically **Insured** by this **Policy** should acquire any rights under or in relation to it not be entitled to the benefit of any of its terms.

Insurance Act 1936

All monies which become or may become due under this **Policy** shall in accordance with Section 93 be payable and paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

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.

Government Charges

The First Premium herein includes any such charges.

Currency

It is understood and agreed that the currency of all premiums, sum **Insured**, limit of indemnity, limit of liability, and excesses shown in the **Schedule** of this **Policy** or any subsequent renewal notice or endorsement relating thereto shall be the Euro (EUR).

Law and Jurisdiction

This **Policy** and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, interpretation or formation shall be governed by and construed in accordance with the law of the Republic of Ireland.

Change in Circumstance

You are required to notify **us** as soon as is reasonably practicable of all material facts or alterations in the risk which come to **your** knowledge or arise during the period of Insurance. **We** reserve the right to amend the **Policy**'s terms and conditions. **We** may refuse a claim where there is a change in the subject matter of the contract of insurance.

In the event of a breach of this term, **we** shall have no liability under this **Policy** unless **you** show that the non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Fraudulent Claims

If **you** knowingly or recklessly make a claim under this **Policy** that is false or misleading in any important respect ("Fraudulent Act"):

we are not liable to pay the claim;

we may recover from **you** any sums paid by **us** to **you** in respect of the claim; and

in addition, **we** may by written notice to **you** (as soon as is practicable after becoming aware that a consumer has made a fraudulent claim), treat the **Policy** as having been terminated with effect from the time of the Fraudulent Act.

If **we** do treat the **Policy** as having been terminated:

we may refuse all liability to **you** under this **Policy** in respect of a relevant event occurring after the time of the Fraudulent Act; and **we** need not return any of the premiums paid under the **Policy**.

General definitions and interpretation

The following words will have the same meaning attached each time they appear in this **Policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **Policy** are included for convenience only and will not form part of this **Policy**.

Accident

Accident will mean a single and unexpected event, which occurs at an identifiable time and place.

Advertising injury

Advertising injury means:

- oral, broadcast, telecast or written publication of material that slanders or libels a person or disparages a person's goods or services;
- oral, broadcast, telecast or written publication of material that violates an individual's right of privacy;
- misappropriation of advertising ideas or style of doing business;
- infringement of copyrighted advertising materials, titles or slogans; in the course of advertising the **Insured's** goods or services.

Bodily injury

Bodily injury means death, disease, illness, physical and mental injury of or to an individual.

Buildings

Buildings means the fixed permanent structures at the **Premises** including:

- a) landlord's fixtures and fittings therein and thereon;
- b) outbuildings, annexes, extensions, canopies, conveniences;
- c) foundations;
- d) walls, gates and fences and the adjoining gangways, yards, roadways or pavements constructed of concrete or asphalt around and pertaining thereto drains, sewers and gutters;
- e) security lighting, security cameras and other security or fire protection devices, affixed signs, television, radio, satellite receiving aerials, communication aerials, their fittings and masts affixed to the buildings walls gates fences fixed poles or fixed pylons at the **Premises**;
- f) pedestrian malls, associated lampposts and street furniture where they are the responsibility of the **Insured**;
- g) telephone, gas, water and electricity meters, piping, ducting, trunking, cables, wires and associated control gear, instruments and accessories and the like, including such property for which the **Insured** are responsible but which is in or under adjoining yards or roadways extending to the public mains and which partly or wholly serves to supply the **Premises**;
- h) underground storage tanks;
- i) tenants' improvements where the responsibility of the **Insured** and property comprising fixtures and fittings (but excluding moveable contents) formerly the property of tenants but relinquished to the **Insured** at the time of the

- surrender of the lease;
- j) **machinery and plant;**
but excluding property more specifically **Insured**.

Business

The ownership by the **Insured** of land and **buildings** at the **Premises**.

Claim payment

Claim payment will mean the amount the **Insurer** agrees to pay to the **Insured** for any one claim.

Combined single limit

Combined single limit means the maximum the **Insurer** will pay by this **Policy** in the event that two or more insuring clauses, to which the combined single limit applies, provide coverage for an **Insured** event.

Costs and expenses

Costs and expenses means

- costs and expenses (other than claimant costs recoverable from the **Insured** or any **other Insured party**) incurred in the investigation, adjustment, appraisal, defence or settlement of an **Insured** event, including expert, legal, appeal and defence costs;
- pre-judgment interest awarded against the **Insured** on that part of any judgment covered under this **Policy** but where the **Insurer** offers to pay the **limit of indemnity** in settlement of a claim or suit, the **Insurer** will not pay any pre-judgment interest imposed or earned after the date of such offer;
- all interest earned on that part of any judgment within the **limit of indemnity** after entry of the judgment and before the **Insurer** has paid, offered to pay, or deposited in court that part of any judgment that is within the applicable **limit of indemnity**;
- costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this **Policy**.

Damage

Damage means loss of use of tangible property that has been lost, destroyed or damaged.

Denial of access

Denial of access means nuisance, trespass, or interference with any easement, right of air, light, water or way.

Employee

Employee means any person whilst:

- engaged under a contract of service or apprenticeship with the **Insured**;
- acting in the capacity of non-executive director of the **Insured**;
- not under a contract of service or apprenticeship who is, at the requirement of the **Insured**, supplied to, hired or borrowed by the **Insured** in the course of **business** and under the control of the **Insured**, including but not limited to:
 - persons on secondment from another company that is not an **Insured** under this **Policy**;
 - labour masters or persons supplied by them;
 - labour only subcontractors;
 - self-employed persons;

- drivers or operators of hired-in plant;
- persons engaged under work experience, training, study, exchange or similar schemes;
- any officer, member or voluntary helper of the organisations or services stated in the business;
- voluntary workers, helpers and instructors;
- employee(s) elected on any industry users committee;
- outworkers or homeworkers employed under contracts to personally execute any work in connection with business while they are engaged in that work;
- prospective employees who are being assessed by the **Insured** as to their suitability for employment;
- any person a Court of Law in the Republic of Ireland deems to be an employee;
provided that the **Insured** can always request that any such person is not treated as an employee.

Excess

For **Insured** sections Employers' liability or Property owners liability, the **limit of indemnity** is additional to the excess and excess means

- the first amount payable by the **Insured** in respect of each and every claim or potential claim as ascertained after the application of all other terms and conditions of this insurance or
- in the case of a claim or potential claim that involves **damage**, and if specified in the **Schedule** and applicable, the **excess (damage only)**.

Insured section

Insured section means all or any individually lettered sections of this **Policy** that forms part of the insurance contract but only if stated as '**Insured**' in the **Schedule**.

Insurer

Insurer means the party specified as **Insurer** in the **Schedule** and any other subscribing **Insurers**.

Legionella

Legionella means any discharge release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

Limit of indemnity

Limit of indemnity means:

- for **Insured** section – Employers liability the amount stated in the **Schedule** which is the maximum amount of the **Insurer's** liability arising out of one (1) occurrence regardless of the number of:
- **other Insured parties**; or
- persons or organisations bringing claims or **suits**; or
- claims against the **Insured** or series of claims against the **Insured**, or claims or series of claims made by the **Insured**;

- for **Insured** section – Property owners liability the amount stated in the **Schedule** which is the maximum amount of the **Insurer's** liability arising out of one (1) occurrence or series of occurrences arising out of one (1) originating cause regardless of the number of:
- **other Insured parties**; or
- persons or organisations bringing claims or **suits**; or
- claims against the **Insured** or series of claims against the **Insured**, or claims or series of claims made by the **Insured**;
- where two (2) or more insuring clauses are subject to a **combined single limit**, then the **combined single limit** is the maximum the **Insurer** will pay for any **Insured** event to which such insuring clauses apply in combination, and;
- where a limit of indemnity is stated in the **Schedule** as in the aggregate, that aggregate is the maximum the **Insurer** will pay for all **Insured** events during the **period of insurance**.

Limit of liability

Limit of liability means the amount stated in the **Schedule** which is the maximum amount of the **Insurer's** liability for any one event regardless of the number of persons claiming an indemnity.

North America

North America means the United States of America or its territories or possessions or Canada.

Nuclear hazards

Nuclear hazards means:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

Other Insured party

Other **Insured** party means any of the following parties:

- any director, partner, **employee** or a former **employee** of the **Insured**;
- any officers or trustees of the **Insured's** pension scheme(s).

Period of insurance

Period of insurance means the period shown as such on the **Schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

Personal injury

Personal injury means harm other than **advertising injury** or **bodily injury** arising out of one or more of the following offences committed in the course of the **business**:

- false arrest;
- detention or imprisonment;
- malicious prosecution;
 - wrongful entry into, or eviction of a person from a room, dwelling or **Premises** that the person occupies;
 - invasion of the right of privacy;
 - libel, slander or defamation.

Policy

Policy means this document, the **Schedule** (including any **Schedules** issued in substitution) and any endorsements attaching to this document or the **Schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

Pollutant

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed. Legionella bacteria are deemed not to be pollutants for the purpose of this insurance.

Pollution

Pollution means:

- ii. the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time;
- iii. any cost, expense, claim or **suit** arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that the **Insured** or any **other Insured party** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of **pollutants**.

Premises

For **Insured** sections Employers' liability or Property owners liability; **Premises** means the buildings or land that are owned, leased, hired or tenanted by or on loan to the **Insured** for the purpose of the **business**.

Proposal

Proposal means any information supplied by or on behalf of the **Insured**, deemed to be a completed proposal form and medical questionnaire and other relevant information, which is supplied in written, electronic or in any other means, that the **Insurer** may require.

Schedule

Schedule means the document titled **Schedule** that includes the name and address of the **Insured**, the premium and other variables to this standard **Policy** (including endorsement clauses) and is incorporated in this **Policy** of insurance and accepted by the **Insured**. **Schedules** may be re-issued from time to time where each successor overrides the earlier document.

Suit

Suit means a civil proceeding in which damages to which this insurance applies are alleged, including:

- an arbitration proceeding in which such damages are claimed and to which another **Insured party** must submit or does submit with the **Insurer's** consent; or
- any other alternative dispute resolution proceeding in which such damages are claimed and to which another **Insured party** submits with the **Insurer's** consent.

Territorial limits

Territorial limits means the Republic of Ireland.

We/Us/Our/Insurer

Means the party specified as **Insurer** in the **Schedule** and any other subscribing **Insurers**.

Work Away

Work Away means any work or activity being undertaken at any third party location or

any other location away from the usual **Insured** business location.

You / your / insured means:

- the company or other organisation including any subsidiary companies of the **Insured** that are in existence at the inception date of the insurance and have been declared to the **Insurer** until such time as they may be sold or otherwise disposed (but not excluding any liabilities incurred prior to disposal), and;
- the person or people shown as **Insured** in the **Schedule**;
- including in either case the legal or personal representatives of the **Insured** in respect of any claim under this **Policy** incurred on behalf of the **Insured**.

Complaints

What the Insured should do

The **Insurer** strives to provide an excellent service to all its customers but occasionally things can go wrong. The **Insurer** takes all complaints seriously and endeavours to resolve all customers' problems promptly. If the **Insured** has a question or complaint about this insurance or the conduct of its broker, they should contact that broker in the first instance at the following address:

Securus Insurance Limited, Suite 3, Stafford House, Strand Road, Portmarnock, Co. Dublin.

www.securus.ie

Phone +353 1 8464512

A summary of the **Insurer's** complaint handling procedure is available on request and will also be provided to the **Insured** when acknowledging a complaint. Alternatively, if the **Insured** wishes to contact the **Insurer** directly the **Insured** should write to the following address:

Any complaint should be addressed to:

Service Manager
Operations Team
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels
Belgium

Tel: +32 (0)2 227 39 40

E-mail: <mailto:lloydsbrussels.complaints@lloyds.com>

Your complaint will be acknowledged, in writing, 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 20 (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). The 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

Insured section - Employers' liability

Employers' liability cover

We will cover **you** for all sums that **you** will become legally liable to pay as damages, including claimant

costs recoverable from **you**, arising out of bodily injury caused during the period of insurance and sustained by an employee in the course of employment by **you** in the business.

Employers' liability extensions

Cross liabilities

For each legal entity comprising **you**, **we** will separately indemnify each party under this **Insured** section as if a separate **Policy** had been issued to each provided that in respect of claims made or suits brought against any of them by any other person our total indemnity to all parties, will not exceed the limit of indemnity.

Indemnity to other parties

At **your** request, **we** will separately cover each **other Insured party** provided that the:

- a) **you** would have been entitled to cover by this **Insured section** had the claim or **suit** been made against **you**;
- b) **other Insured party** is not covered under any other insurance or in any other way;
- c) **we** have the sole conduct and control of any claim;
- d) **other Insured party** agrees it will be bound by this **Policy** (other than in respect of premium) as if it were **you**.

We will cover any of **your** principals, where requested by **you**, but only to the extent that liability arises solely out of the work performed for the principal by **you** or on **your** behalf and provided that:

- the principal shall as though they were **you** observe, fulfil and be subject to the terms and conditions of this **Policy** in so far as they can apply; and
- **our** liability under this clause shall in no way operate to increase the **limit of indemnity**;
- the principal is not covered under any other insurance or in any other way.

Employers' liability limitations and exclusions

This **Insured section** excludes and does not cover:

Asbestos

liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials;

Contractors/Sub Contractors exclusion

This **Policy** does not cover liability in respect of personal injury or property damage arising directly or indirectly from or caused by, contributed to by or arising from any action, omission or otherwise of:

1. Any contractor or subcontractor of **yours** of any tier whatsoever
2. Any director, executive officer, employee or partner of any contractor or subcontractor (or any of their contractors or subcontractors) of **yours** or any tier thereof.

It is noted that this exclusion shall not apply to **you** for **your** own liabilities arising out of any action, omission or otherwise of any contractor, subcontractor or other entity named in 1 or 2 above.

Communicable Disease Exclusion

This **Policy** does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease.
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an

infected person, animal or species to another person, animal, or species by any means.

Cyber and Data Exclusion

We will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- I. the use of or inability to use any application, software, or program.
- II. any computer virus.

any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

Deliberate actions by employees

bodily injury, damage or denial of access and any associated **costs and expenses**, either expected or intended by the employee other than the use of reasonable force to protect persons or property, but this exclusion does not apply to liability incurred as a direct or indirect result of such employee's actions by any **Insured** or other **Insured** party, provided such party was unaware of or unable to prevent the employee's intentions and did not condone such action.

Employment practices dispute

liability which arises out of:

- a dispute between an employer / prospective employer and **employee** prospective **employee** referred or capable of being referred to the Workplace Relations Commission or any appeal courts;
- a settlement or adjudication of or under the auspices of the Workplace Relations Commission or any appeal courts;

and which is or is capable of being **Insured** under a generally available Employment Practices Liability Insurance **Policy**;

Excess

the excess stated in the **Schedule**;

Fines and penalties

liability for payment of any fines or penalties imposed or ordered to be paid;

Limit of indemnity

liability in excess of the **limit of indemnity** stated in the **Schedule**;

North American jurisdiction

liability for payment of any judgment, award, payment or settlement made within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) unless otherwise stipulated in the **Schedule**;

Nuclear hazards

liability that attaches by or arising from the terms of any contract (other than contracts of employment between the **Insured** and its employees) or agreement for **bodily injury** caused by **nuclear hazards**;

Vehicles

liability for which insurance is required by any road traffic legislation or any alteration to such regulations or any similar legislation applying in any territory consequent on Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability;

Pyrites

any liability directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by pyrite, bravoite, cattierite or vaesite.

Terrorism

any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

War

any act of **war** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **war**. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Workman's compensation or social security payment

liability for any claims arising out of **bodily injury** that are payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme arising in connection with, from or due to employment.

In connection with the Business of Property Owner

liability caused by or arising from the development of any land by or on behalf of the **Insured**, or liability caused by or arising from the demolition, addition, extension, refurbishment or structural alteration of any property owned or managed by the **Insured**.

Insured section - Property owners liability

Property owners liability cover

We will cover **you** by the terms of this **Insured** section against legal liability to pay damages, including claimant costs recoverable from **you**, as a result of:

- **bodily injury, damage or denial of access** that happens during the **period of insurance** and arises out of and in connection with the **business**;
- **bodily injury, damage or denial of access**, arising out of or from **pollution** occurring during the course of **business** provided that the **pollution** is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **period of insurance**.

Additional Property owners liability costs and expenses

In addition, following any event which is or may be the subject of insurance under this **Insured** section **we** agree to cover **you** for costs and expenses, but the costs and expenses form part of the limit of indemnity and do not increase the limit of indemnity.

Property owners liability extensions

Cross liabilities

For each legal entity comprising the **Insured**, the **Insurer** will separately indemnify each party under this '**Insured section - Property owners liability**' as if a separate **Policy** had been issued to each in respect of claims made or **suits** brought against any of them but the **Insurer's** total liability to all parties, will not exceed the **limit of indemnity**. Further, where requested by the **Insured**, the **Insurer** will waive all rights of subrogation against a subsidiary of the **Insured** or from a subsidiary of the **Insured** against the parent (the **Insured**).

At **your** request, **we** will separately cover each **other Insured party** provided that:

- a) **you** would have been entitled to cover by this **Policy** had the claim or **suit** been made against **you**;
- b) the **other Insured party** is not covered under any other insurance or in any other way;
- c) **we** have the sole conduct and control of any claim;
- d) the **other Insured party** agrees it will be bound by this **Policy** (other than in respect of premium) as if it were **you**.

Principals

We will cover any of **your** principals, where requested by **you**, but only to the extent that liability arises solely out of the work performed for the principal by **you** or on **your** behalf and provided that:

- a) the principal shall as though they were **you** observe, fulfil and be subject to the terms and conditions of this **Policy** in so far as they can apply; and
- b) **our** liability under this clause shall in no way operate to increase the **limit of indemnity**; and
- c) the principal is not covered under any other insurance or in any other way.

Property owners liability limitations and exclusions

This **Insured section** – ‘Property owners’ liability’ excludes and does not cover:

- **Advertising injury**
any loss or liability arising from **advertising injury**;
- **Advice, design or plans provided for a fee**
any loss arising out of or from advice, design, plans, specifications, formulae, surveys, or directions prepared or given by **you** or **other Insured party** for a fee;
- **Asbestos**
Liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials;
- **Communicable Disease**
 1. actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
 2. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
 3. A Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation , whether deemed living or not, and
 - b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.
- **Costs and expenses arising from a deliberate act**
costs and expenses incurred in proceedings other than in respect of manslaughter, corporate manslaughter or corporate homicide consequent upon any deliberate act or omission by or on behalf of the **Insured** or **other Insured party** if the result of such act or omission could reasonably have been expected to constitute an offence under any legislation;
- **Costs of recall or guarantee**
expenditure, whether incurred by **you** or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement, reinstatement of any **product** or part thereof and/or from financial loss consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement;

- **Cyber and Data Exclusion**
notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto this **Policy** does not cover any **Cyber loss**.
The following exclusions apply to the whole of the contract.
We will not pay for any:
 - (a) Cyber
loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - i. the use of or inability to use any application, software, or programme;
 - ii. any computer virus;
 - iii. any computer related hoax relating to i and/or ii above.
 - (b) Electronic Data
loss of or damage to any electronic data (for example files or images) wherever it is stored.
- **Damages arising from a deliberate act**
bodily injury, damage or denial of access, and any associated costs and expenses, either expected or intended by the **Insured** or other **Insured** party but this exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property Excess the amount of the excess as applicable and stated in the **Schedule**;
- **Financial loss**
liability for pure financial loss that is not consequent upon **bodily injury** or **damage**;
- **Fines, penalties or multiplication of compensatory damages**
any fines, penalties, punitive damages, exemplary damages, aggravated damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages;
- **Intentional disregard of reasonable precautions**
any liability or loss arising or arising out of or continuing from the **Insured's** deliberate, conscious or intentional disregard of the need to take all reasonable precautions to prevent a liability or loss arising or continuing;
- **Legionella**
bodily injury, damage or **denial of access** arising out of, alleging or attributable to the existence of **legionella**;
- **Liability from employment**
bodily injury sustained by any **employee** arising out of or in the course of employment by the **Insured** in the **business**;
- **Limit of indemnity**
liability in excess of the **limit of indemnity** stated in the **Schedule** except for payment of **costs and expenses** as provided for by **Additional Property owners liability costs and expenses** section on page 18.
- **Liquidated damages**
any loss arising out of or from any liquidated damages clauses or penalty clauses or performance warranties in any contract or agreement which **you** or any **other Insured party** has entered into unless it is proven that, and then only to the extent that, liability would have attached in the absence of such clauses or warranties;
- **Nuclear risks**
 - a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
 - b) any legal liability of whatsoever nature; or

c) any sum which the **Insured** becomes legally liable to pay or any loss or expense; directly or indirectly caused by or contributed to by or arising from nuclear risks or, in the case of c) above, attributable to **nuclear hazards**.

- **Overseas domiciled operations**

the **Insured's** subsidiary companies, branch offices or representatives with power of attorney that are domiciled outside of the United Kingdom or the Republic of Ireland;

- **Owned or previously owned Premises**

loss or liability for **damage** or **denial of access** caused by or arising from **pollution** to land or **Premises** (including land or water within or below the boundaries of such land or **Premises**) that are presently or were at any time previously owned, leased, hired or tenanted by the **Insured** or otherwise in the **Insured's** care, custody or control;

- **Ownership or use of mechanically propelled vehicles**

liability for which insurance is required by any road traffic legislation or any alteration to such regulations or any similar legislation applying in any territory consequent on Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability;

- **Personal injury**

loss or liability arising from **personal injury**

- **Property in your care, custody and control**

damage to property owned, leased, hired or held in trust by **you** or under hire purchase or on loan to **you** or held otherwise in **your** care, custody or control;

- **Property Development Exclusion**

1) The **Insurer** shall not provide indemnity under this insurance in respect of any construction, erection, alteration, extension, refurbishment, repair or maintenance of any building or structure or land, on or upon any of the land to which this insurance applies, or the ground works necessary for the development of such land.

2) It is a condition under this insurance, that the **Insured** shall ensure that all contractors appointed by the **Insured** have in full force and effect, throughout the duration of their contract with the **Insured**, Public/Products Liability insurance which:

- (a) includes cover for their liability at law for Bodily Injury to any person and Damage to Property;
- (b) contains an Indemnity to Principals clause;
- (c) provides a limit of indemnity not less than that provided by this insurance

and that the **Insured** shall, prior to engagement of each contractor, obtain and retain a copy of written evidence of such insurance. Property in the **Insured's** care, custody and control **damage** to property owned, leased, hired or held in trust by the **Insured** or under hire purchase or on loan to the **Insured** or held otherwise in the **Insured's** care, custody or control;

- **Terrorism**

Any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- **The product itself**

liability for **damage** to **your product** or any part thereof arising from a defect or unsuitability thereof and pure financial loss arising therefrom;

- **War**

any act of war regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of war. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- **Work away**

loss or liability for **bodily injury** or **damage** arising from **work away**.

Duties in the event of a claim or potential claim

You must notify **us** as soon as possible of all incidents that may give rise to a claim. This must be no later than 30 days from the date of the incident.

You must provide **us** with written details of what happened within 30 days of incident and provide any other information **we** may require.

You must forward to **us**, by registered post and within 3 working days, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.

We or **our** representatives will be entitled to enter **your property** or any **building** where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this **Policy**, **we** may do this in **your** name and for **our** benefit but at **our** expense.

You must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.

It is **your** responsibility to prove any loss and **you** must provide **us** with evidence of the value or age (or both) for all items involved in a claim. To help prove **your** claim **we** will require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your property**.

You must take care to limit any loss, damage or injury.

Notice to **us** must be given to the claims notification addresses specified below:

Securus Insurance Ltd
Suite 3, Stafford House
Strand Road
Portmarnock
Co Dublin. D13 TR59

Phone: +353 1 8464512

Email: info@securus.ie

If **You** do not comply with these conditions, **We** may have the right to refuse to pay **Your** claim.

Claim notification – Insured sections - Employers liability and Property owners liability

You will give notice in writing to **us** as soon as practicably possible:

- on or not later than forty eight (48) hours from, receipt of notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings that includes alleged **bodily injury**;
- but in any event within seventy two (72) hours from coming in possession of actual knowledge that notice of an Industrial Tribunal hearing includes alleged **bodily injury** or **personal injury**;
- on, or not later than seventy two (72) hours from, **your** actual knowledge of any death or **bodily injury** to any **employee** involving a stay in hospital in excess of three (3) days;
- but in any event within thirty days (30) days after any other **accident**, event or the

coming in possession of actual knowledge of **bodily injury, personal injury or damage**, with full particulars thereof;

which may be the subject of cover under this **Policy**.

Notice to **us** must be given to the claims notification addresses specified below:

Securus Insurance Ltd
Suite 3, Stafford House
Strand Road
Portmarnock
Co Dublin. D13 TR59

Phone: +353 1 8464512

Email: info@securus.ie

Your duties:

For each and every claim **you** and any person acting on **your** behalf must:

- not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity without **our** written consent;
- not incur any expense without **our** consent **except** at **your** own cost;
- always act honestly, there being no rights to any form of payment or cover under the **Policy** in the event that any claim is made fraudulently;
- give all such information, assistance and forward all documents to enable **us** to investigate, settle or resist any claim as **we** may require;
- provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;
- not destroy evidence or supporting information or documentation without **our** prior consent; nor destroy any plant or other property relating to an occurrence, loss or **suit** that may give rise to a claim under this **Policy**;

Claim Procedure

Unless stated otherwise all claims will be handled and overseen by **us**. For each and every claim **you** and any person acting on **your** behalf must:

For **Insured section - Property damage**, within thirty (30) days after **damage** or such further time as **we** may in writing allow, at **your** own expense, deliver to **us** a claim in writing, containing as particular an account as may be reasonably practical of the several articles or portions of property damaged and the amount of the **damage** thereto respectively, having regard to their value at the time of the **damage** together with any details of any other insurance on any **building** provide, such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;

For **Insured sections - Employers liability and Property owners liability**,

immediately send **us** copies of any request, demand, order, notice, summons, legal paper and all documents relating thereto in connection with an **Insured** event as soon as received by **you**. In addition **you** must co-operate with **us** or **our** appointed agents to allow them to comply with

such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice;

authorise **us** to obtain medical records or other pertinent information upon request but only where legally permitted to do so in the event of an **Insured** event involving **bodily injury**;

Our rights

We will be under no obligation to investigate any potential claims or to undertake the conduct of any proceedings in connection with such claims and will be at liberty in all cases to leave the conduct of such proceedings wholly to **you** upon such conditions as regards the payment of costs and with such liberty to bind **us** by compromise as **we** may in **our** absolute discretion determine.

We may at any time pay the **limit of indemnity** or **sum Insured** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and be under no further liability except (where payable under the relevant **Insured section**) for payment of **costs and expenses** incurred prior to the date of payment.

Subrogation

- Except as expressly provided by any 'Waiver of subrogation' clause, for each and every claim, **you** and any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim under this insurance.
- **You** or any other party **Insured** by this **Policy** will, at **our** request and expense, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **us** for the purpose of enforcing any rights and remedies, whether such acts and things will be or become necessary or required before or after their insurance by **us**.
- In the event of any payment under this **Policy**, **we** will act in concert with all other interested persons (including **you**) concerned in the exercise of any rights of recovery.
- The apportioning of any amounts which may be so recovered will follow the principle that any interested persons (including **you**) who will have paid an amount over and above any payment hereunder will first be reimbursed up to the amount paid by them; **we** are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including **you**) to whom this coverage is in excess shall be entitled to claim the residue, if any.
- Expenses necessary to the recovery of any such amounts will be apportioned between the interested parties concerned in the ratio of their respective recoveries as finally settled.

General terms and conditions

Adjustment of premium

Where the premium in whole or part is provisionally based on estimates provided by **you**, **you** will keep accurate records and declare such information as **we** require within three (3) months of the expiry of the **period of insurance**. The premium will then be adjusted, and any difference paid by or allowed to **you** as the case may be but subject to any minimum premium that may apply. **We** reserve the right to request that **you** supply an auditor's certificate with such calculations as are subject to adjustment attesting the accuracy thereof.

Assignment

Assignment of interest under this **Policy** will not bind **us** unless and until **our** written consent is endorsed hereon.

Contribution

If at the time of any claim there is any other valid and collectible insurance available to **you** or any **other Insured party** other than insurance that is specifically stated to be in excess of this **Policy**, and names **you** for the insurance, then the insurance afforded by this **Policy** will be in excess of and will not contribute with such other insurance.

Document management

We may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

Dispute resolution

All matters in dispute between **you**, other **Insured** parties and **us** arising out of or in connection with this insurance, will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed then either party may apply to the Irish Commercial Mediation Association ('ICMA') for the appointment of a mediator. The parties shall share equally the costs of ICMA and of the mediator and that the reference, conduct and any **settlement** of the dispute at mediation will be conducted in confidence.

If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined by a sole arbitrator to be appointed in default of agreement between the parties by the President for the time being of the Incorporated Law Society of Ireland whose determination will be made as an arbitrator and be binding upon the parties.

The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

Insurance Act 1936 and Finance Act, 1990

All monies which become or may become due or payable by the **Insurer** under this **Policy** shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland. Further, the appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act, 1990.

Duty of Disclosure

You or any party acting on **your** behalf is under a duty to answer all questions posed by **us** honestly and with reasonable care in connection with **your** application for insurance, whether at inception or otherwise. Failure to disclose all information requested by **us** during the application process may prejudice **your** position with **us**:

Innocent misrepresentation

If **you** or anyone acting on **your** behalf makes a claim under this contract of insurance and where **you** or anyone acting on **your** behalf, having discharged their duty to answer questions honestly and with reasonable care, but where an answer as provided involves an innocent misrepresentation, **we** shall pay the claim made and shall not be entitled to avoid this contract on the ground that there was a misrepresentation.

Negligence misrepresentation

If **you** or anyone acting on **your** behalf makes a claim under this contract of insurance and where **you** or anyone acting on **your** behalf, having discharged **your** duty to answer questions honestly and with reasonable care, but where an answer as provided involves a negligent misrepresentation (that is, one that was not fraudulent):

- a) If **we** would not have entered into the insurance contract on any terms, **we** may avoid the contract and refuse all claims, but shall return the premiums paid;
- b) If **we** would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), this contract shall be treated as if it had been entered into on those different terms if **we** so requires.
- c) 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, **we** may reduce proportionately the amount to be paid on a claim.

Where there is not any outstanding claim under the insurance contract, **we** may either:

- (i) give notice to **you** that in the event of a claim it **we** exercise the remedies in paragraphs (a) to (c), or
- (ii) terminate the contract by giving reasonable notice to **you**.

Fraudulent misrepresentation

Where a claim is made under this contract of insurance and where an answer by **you**, or anyone acting on **your** behalf, involves a fraudulent misrepresentation, or where any conduct by **you**, or anyone acting on **your** behalf (relative to this contract or the steps leading to its formation) involves fraud of any other kind, **we** shall be entitled to avoid this contract of insurance.

Criminal acts at the Premises

You must notify **us** as soon as possible of any malicious act, theft, attempted theft or other criminal activity at the **Premises**. When **we** are notified of such incidents, **we** will tell **you** if this affects **your Policy**. For example **we** may amend the terms of **your Policy**.

Inspection and audit

We, or such representative as **we** may designate, will be permitted but not obligated to inspect **your** property and operations at any time given reasonable notice. Neither **our** right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on **your** behalf of or for **your** benefit or others, to determine that such property or operations are safe.

Minimisation of risk

You will take all practicable steps at **your** own expense to prevent an **Insured** event: arising; or continuing.

We shall be entitled to refuse to pay any claim under this **Policy** in its entirety if **you** do not use the utmost diligence and take all practical and necessary steps to avoid or minimise any claims which arise and may arise from an **Insured** event.

Representation

You will act on behalf of all **other Insured parties** under this **Policy** with respect to the giving and receiving of any notices from **us** or **our** representatives including any notice of cancellation. The payment to **you** of any return premium that may be payable under this **Policy** will satisfy **our** obligations to return premium to any **other Insured party**.

Sanction limitation and exclusion

No (re)**Insurer** shall be deemed to provide cover and no (re)**Insurer** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)**Insurer** 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.

Consumer Insurance Contracts Act 2019

Should any provision of this **Policy** be inconsistent with the terms of the Consumer Insurance Contracts Act 2019 in force as at the date of inception or renewal (as relevant) of this **Policy**, the terms of the Act will prevail and any provision will be read in a manner consistent with the requirements of the Act.

Coverholder:

Securus Insurance Ltd
Suite 3 Stafford House
Strand Road
Portmarnock D13 TR59
Co Dublin
Tel: +353 18464512
Email: info@securus.ie

Registration Number of Coverholder:

113977OUK

Securus Insurance Ltd is authorised and regulated by the Central Bank of Ireland.

The logo for Lloyd's, featuring the word "LLOYD'S" in white, serif, uppercase letters centered within a solid black rectangular background.