



Childcare Insurance

Policy

Allianz 

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IMPORTANT

**THIS IS A LEGAL DOCUMENT AND
SHOULD BE KEPT IN A SAFE PLACE**
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CUSTODIAN CHILDCARE PROTECTION POLICY

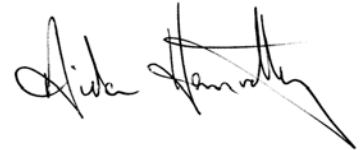
INTRODUCTION

In consideration of the Insured having paid or agreed to pay the premium

Allianz p.l.c. (hereinafter called the "Company") will indemnify the Insured in the manner and to the extent described within this Policy on the terms set out and subject to its terms Definitions Extensions Exclusions Conditions and any Endorsements

The Submission in respect of this insurance made to the Company by or on behalf of the Insured whether in writing or otherwise shall be the basis of this contract

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



Aidan Hanratty
Signed for and on behalf of the Company
Authorised Signatory

IN YOUR OWN INTEREST
Please read this Policy carefully to ensure that it provides the cover requested. If it does not, then please contact us immediately.

The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1

GENERAL DEFINITIONS

1. **The Insured** means

- (a) the person company firm or other legal entity named as the Insured in the Schedule
- (b) the personal representatives of the Insured in respect of legal liability incurred by the Insured
- (c) at the request of the Insured
 - (i) any Employee or partner or director of the Insured
 - (ii) any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her capacity as such in connection with Business

in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

Provided that any such person

- (i) shall be subject to the terms Definitions Exclusions and Conditions of this Policy in so far as possible
- (ii) is not entitled to indemnity under any other policy

2. **Premises** means

the location of Property Insured as shown in the Schedule

3. **Business** means

- (a) the Business stated in the Schedule conducted solely from the Premises and in addition but solely in respect of the Employers Liability and Public Liability Sub Sections includes
 - (i) the ownership repair maintenance and decoration of Premises occupied by the Insured and used for the purposes of the Business but not construction re-construction structural alteration or demolition of such premises
 - (ii) the repair and maintenance of vehicles or plant used in the course of the Business and owned by the Insured
 - (iii) the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and their families
 - (iv) the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations
 - (v) private work undertaken with the prior consent of the Insured by an Employee for a partner or director of the Insured provided that such work is not in pursuit of any trade or business

4. **Property Insured** means

(a) **Building(s)**

the building(s) at the location(s) referred to and as described in the Schedule including

- (i) land for which the Insured is responsible (including boundary walls gates paths fences lawns trees and shrubs)
- (ii) minor outbuildings
- (iii) fixtures and fittings (including fixed notice boards and signs fixed external lighting and security equipment television and radio receiving aerials / dishes all at the same location) tanks and services (including underground services)

(b) Contents

- (i) all furniture furnishings apparatus and other property (including fixed outdoor play equipment) of the Insured not included in the definition of Building(s) including audio / visual equipment computer equipment office equipment musical instruments trophies and fuel the property of or leased loaned or hired to the Insured
- (ii) personal effects (including pedal cycles and wearing apparel) of Employees and visitors

All whilst within the Building(s)

The following property is not included as Contents

- (i) vehicles licensed for road use caravans aircraft waterborne craft exceeding 5 metres in length and / or having a maximum speed in excess of 10 knots hovercraft and parts or accessories normally on or in any of them
- (ii) any living creature
- (iii) Money bonds securities promissory notes
- (iv) property more specifically insured

5. Money means

banknotes coins cheques postal and money orders unused postage stamps unused contents of postal franking machines savings stamps and certificates prize and premium bonds revenue stamps bankers drafts bills of exchange and securities for money national insurance stamps and stamped national insurance cards credit company sales vouchers giro payment orders value added tax vouchers gift tokens trading stamps luncheon vouchers car park season tickets travel tickets and travellers cheques

6. Employee means any

- (a) person under a contract of service or apprenticeship with the Insured
- (b) person engaged under any training educational or work experience programme
- (c) person who is self employed
- (d) person hired to or borrowed by the Insured
- (e) volunteer

whilst working for or on behalf of the Insured in the Business

7. Bodily Injury means

bodily injury and includes death disease or illness

8. Law Costs means

(a) all claimants costs and expenses legally recoverable from the Insured

(b) all costs and expenses incurred by the Insured with the written consent of the Company

9. Event means

one occurrence or all occurrences of a series consequent on one source or original cause

10. Period of Insurance means

the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the premium

11. Principal means any person company firm public or local authority for whom the Insured is carrying out work under contract or agreement

12. Pollution or Contamination means

(a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere

(b) all Bodily Injury Nuisance or loss of or damage to material property directly or indirectly caused by such pollution or contamination

13. Territorial Limits means

anywhere in the Republic of Ireland Northern Ireland Great Britain the Isle of Man and the Channel Islands unless otherwise stated

14. Submission means

the proposal and declaration or statement of fact for the insurance herein provided for together with all attachments thereto and any other information supplied by the Insured or the Insured's intermediary in connection with or for the purpose of this insurance all of which shall be incorporated in and form part of this Policy

15. Offshore means

the period of time commencing when an Employee embarks on to a conveyance at the point of final departure to an offshore rig or offshore platform and terminating when such Employee disembarks from the conveyance on to land upon his / her return from an offshore rig or offshore platform

16. Nuisance means

nuisance trespass or interference with any easement right of air light water or way

17. Product means

any commodity article or thing or any part thereof (including containers labelling and packaging provided in connection therewith) manufactured constructed erected installed altered repaired serviced processed treated sold leased supplied or distributed by or on behalf of the Insured in connection with the Business and not in the custody or control of the Insured

18. Unoccupied means

- (a) not physically occupied by the Insured or his/her Employees or tenants
- (b) not used for the purpose of the Business
- (c) empty
- (d) vacant
- (e) disused
- (f) untenanted
- (g) unfurnished

SECTION 1 - PROPERTY

SECTION DEFINITIONS

1. **Damage** means

loss or destruction of or damage to the Property Insured and the word Damaged shall be construed accordingly

SECTION INSURING CLAUSE (what is insured)

If during the Period of Insurance Property Insured is Damaged the Company will pay the amount of the Damage or at its option repair reinstate or replace such Property Insured as specified in Section Condition 2

SECTION EXTENSIONS

Unless stated to the contrary none of the under noted Extensions shall operate to increase the liability of the Company beyond the Sums Insured set forth in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy

1. **Costs and Expenses**

The Company will pay the under noted costs and expenses necessarily and reasonably incurred in the reinstatement of Property Insured following Damage insured under this Section

- (a) fees to architects surveyors consulting engineers and others
- (b) the costs and expenses of clearing the site and making it and the Building(s) safe
- (c) the cost of complying with any government or local authority requirement or European Community directive following Damage (including the cost of compliance in respect of undamaged portions of the Property Insured) but excluding any such cost where notice of any such requirement has been given before the occurrence of Damage

Provided that

- (i) the cost in relation to undamaged portions of Property Insured is in direct consequence of Damage to Property Insured
- (ii) any such cost of compliance shall not exceed **15%** of the Sum Insured on Buildings for the item as shown in the Schedule

The Company will not pay

- (a) fees for preparing a claim under this Section
- (b) except as provided for under 1.(c) above costs and expenses in respect of undamaged parts of the Building(s) (other than the foundations of the damaged parts)
- (c) any costs or expenses

- (i) incurred in removing debris except from the site of such Damage and the area immediately adjacent to such site
- (ii) arising from Pollution or Contamination of property not insured by this Section

2. Automatic Reinstatement of Sum Insured

Following any Damage the Company will reinstate the Sum Insured without additional premium

3. Additions

Additions being newly acquired or erected buildings (including buildings inherited by or bequeathed to the Insured) alterations additions or improvements to Buildings or Contents not otherwise insured will be included for an amount not exceeding **€200,000**

Provided that the Insured shall

- (a) notify the Company as soon as practicable following such Additions
- (b) pay any additional premium required by the Company

4. Temporary Removals

The Property Insured is covered

- (a) whilst temporarily removed from the Building(s) for the purposes of cleaning renovation repair or other similar purposes to any other premises and while in transit between such premises within the Territorial Limits
- (b) subject to a limit of **€15,000** any one claim whilst temporarily removed from the Building(s) including while in transit for reasons other than in (a) above anywhere in the world

Provided that cover does not apply in respect of theft from any unattended vehicle which is not securely locked

5. Keys

In the event of Damage to keys of Property Insured the Company will pay for the replacement of locks and / or keys of external doors safe(s) or strong room(s)

Provided that the Company shall not be liable for the first **€125** of each and every claim and not as otherwise stated in Section Exclusion 3

6. Transfer of Interest

If at the time of Damage to any Building(s) insured hereunder the Insured shall have contracted to sell their interest in such Building(s) the interest of the purchaser is noted in the insurance by this Section for the period up to the date of completion without prejudice to the rights and liabilities of the Insured or of the Company under this Section

Provided that

- (a) the Building(s) are not otherwise insured for the benefit of the purchaser
- (b) the purchaser shall as if he were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Section and this Policy

7. Alterations or Repair

Workmen employed making alterations additions or repairs to Property Insured do not prejudice the insurance under this Section

8. Other Interests

The interest of mortgagees lessors and freeholders of the Property Insured is noted in the insurance by this Section The extent and nature of such interest should be disclosed by the Insured to the Company in the event of any Damage insured hereunder

9. Fire Extinguishing Expenses

The Company will pay

- (a) costs incurred by the Insured in replenishing and recharging fire extinguishing equipment arising out of the use of such equipment following the occurrence of fire in or at the Property Insured
- (b) fire brigade charges incurred by the Insured
 - (i) as a result of or arising from an occurrence which is insured under this Section for an amount not exceeding **€25,000** any one claim
 - (ii) other than as described in (i) above for an amount not exceeding **€1,000** in any one Period of Insurance

10. Loss of Metered Water Gas or Oil

The Company will pay the additional metered water gas or oil charges incurred by the Insured resulting from Damage to the water gas or oil supply or heating systems in or serving the Property Insured subject to a limit of **€50,000** any one claim

11. Trace and Access

The Company will pay costs necessarily and reasonably incurred with the prior consent of the Company in locating the source of any escape of water gas or oil from any fixed domestic water gas or oil service or heating installation in or serving the Property Insured including subsequent repairs arising directly as a consequence thereof

Provided that

- (a) the maximum liability of the Company shall not exceed **€25,000** any one claim and **€50,000** in total in any one Period of Insurance
- (b) this Extension shall not apply to the cost of repairs to any such fixed domestic water service or heating installation other than as described above

12. Subsidence

Notwithstanding Section Exclusion 1 (c) (iii) the Company will pay for Damage caused by subsidence or ground heave of the site on which the Property Insured stands or landslip

excluding Damage caused by

- (a) coastal or river erosion
- (b) defective design inadequate or defective construction of foundations settlement or movement of made-up or unfilled ground or bedding down of structures
- (c) demolition structural alteration or structural repair to
 - (i) swimming pools terraces patios driveways footpaths walls gates fences hedges and trees unless the Property Insured is also Damaged at the same time
 - (ii) solid floor slabs unless the foundations beneath the exterior walls are Damaged at the same time

13. Gates Fences and Moveable Property in the Open

Notwithstanding Section Exclusion 1 (a) the Company will pay for Damage to gates fences and moveable property in the open caused by storm flood or malicious damage

Provided that

the maximum liability of the Company for such Damage will not exceed **€10,000** in total in any one Period of Insurance

14. Non-Invalidation

Cover under this Section shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond the control of the Insured **provided that** the Insured immediately upon becoming aware thereof shall give notice to the Company and pay an additional premium if required

SECTION EXCLUSIONS (what is not insured)

This Section does not cover

1. Damage

- (a) to gates fences lawns trees shrubs or moveable property in the open caused by storm flood or malicious damage
- (b) of or to Money
- (c) caused by or resulting from
 - (i) vermin insects wet or dry rot damp or mildew
 - (ii) any process of cleaning restoring altering or repairing
 - (iii) damage to Building(s) by subsidence heave or landslip or the collapse or cracking of Building(s) unless resulting from a cause not otherwise excluded
 - (iv) the deliberate act of the electricity or gas supply authority or the exercise by them of their powers to withhold or restrict supply and causing deterioration or putrefaction of the contents of a refrigeration cabinet or cold room
 - (v) (1) a malicious act (other than by fire)
 - (2) escape of water or oil from any tank apparatus or pipes
 - (3) theft or any attempted theftin respect of any building which is Unoccupied for 30 consecutive days or more
 - (vi) Pollution or Contamination other than by
 - (1) Pollution or Contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake storm flood bursting overflowing discharging or leaking of water tanks oil tanks apparatus or pipes accidental escape of water from any automatic sprinkler installation impact by any road vehicle or animal accidental damage and subsidence or ground heave
 - (2) any of the causes listed in (vi)(1) above which itself results from Pollution or Contamination not otherwise excluded hereunder
 - (vii) inventory shortages or dishonesty of Employees
 - (viii) normal settlement marring scratching exposure to light or change in colour texture or finish
- (d) to growing crops
- (e) through confiscation nationalisation requisition or detention by Customs or other officials
- (f) attributable solely to change in the water table level

2. Damage caused by or resulting from

- (a) frost (other than bursting of water pipes tanks or apparatus) or extremes of temperature

- (b) faulty or defective design materials or workmanship or latent defect
- (c) inspection testing maintenance repair assembly or preparation of any heating electrical or mechanical plant or equipment
- (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- (e) rust wear tear corrosion shrinkage expansion gradual deterioration or any gradually operating cause

But this shall not exclude subsequent Damage which in itself results from a cause not otherwise excluded

3. The first **€250** in respect of each occurrence other than any claim for
 - (a) Damage by fire lightning or explosion when this amount is reduced to **nil**
 - (b) under Section Extension 10.(b)(ii) when this amount is reduced to nil
 - (c) Damage caused by or resulting from bursting of water pipes tanks or apparatus when this amount is increased to **€1,000** unless the following precautions have been adhered to
 - (i) all pipe work is fully lagged to at least 19mm protection along its entire length including all joints and / or corners
 - (ii) all water tanks in attic spaces must be fully lagged to a minimum of 80mm protection on all sides (excluding underneath) including all feed pipes into and out of such tanks
 - (iii) frost thermostats must be installed at strategic locations (as directed by an SEI approved contractor) within the Premises connected to your heating system so that the heating system is activated automatically once the ambient temperature within the Premises drops to 2 degrees Celsius or below
 - (iv) an infrared lamp must be installed in your boiler house(s) which activates when the temperature drops to 2 degrees Celsius or below unless the boiler itself has a frost thermostat fitted in the boiler house to activate the boiler when the temperature in the boiler house drops to 2 degrees Celsius or below
 - (v) the water supply to any portion of the Premises which are permanently unoccupied or no longer in use must be isolated or alternatively heat must be maintained in this portion of the Premises as per the remainder of the Premises
 - (vi) for the duration of the Christmas holiday period the water supply must be switched off at the mains
4. The value to the Insured of computer systems records and / or all other documents and manuscripts beyond the cost of labour or computer time expended in their reproduction
5. Consequential loss of any kind

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

SECTION CONDITIONS

1. Sum Insured

The amount payable shall not exceed in respect of any one item the Sum Insured shown against that item in the Schedule or in the whole the Total Sum Insured shown therein

2. Day One Basis Reinstatement Memorandum

- A. Subject to the following Special Conditions the basis upon which the amount payable in respect of Property Insured by this Section is to be calculated shall be the Reinstatement of the property Damaged

For this purpose "Reinstatement" means

- (a) the rebuilding or replacement of property Damaged which provided the liability of the Company is not increased may be carried out
 - (i) in any manner suitable to the requirements of the Insured
 - (ii) upon another site
- (b) the repair or restoration of property Damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

- B. The Insured having stated in writing the Declared Value (shown in brackets below the Sum Insured) for each of the items shown in the Schedule the premium has been calculated accordingly

"Declared Value" means the Insured's assessment of the cost of reinstatement of the Property Insured arrived at in accordance with Extension 2A(a) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for

- (a) the additional cost of reinstatement to comply with Public Authorities requirements
- (b) professional fees
- (c) debris removal costs

Special Conditions

- (a) At the inception of each Period of Insurance the Insured shall notify the Company of the Declared Value of the Property Insured by each of the items shown in the Schedule. In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.
- (b) If at the time of Damage the Declared Value of the property covered by any such item be less than the cost of Reinstatement (as defined in paragraph 2B above) at the inception of the Period of Insurance then the Company's liability for the Damage shall not exceed that proportion thereof which the Declared Value bears to such cost of Reinstatement
- (c) The liability of the Company for the repair or restoration of property Damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- (d) No payment beyond the amount which would have been payable in the absence of Section Condition 2 shall be made

- (i) unless Reinstatement commences and proceeds without unreasonable delay
 - (ii) until the cost of Reinstatement shall have been actually incurred
 - (iii) if the Property Insured at the time of its loss destruction or Damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement.
- (e) All the terms, Definitions, Exclusions, Extensions and Conditions of this Section shall apply
- (i) in respect of any claim payable under the provisions of Section Condition 2 except in so far as they are varied hereby
 - (ii) where claims are payable as if Section Condition 2 had not been incorporated except that the Sum(s) Insured shall be limited to 115% of the Declared Value(s).

3. Protections

(Applicable only where Contents Sum Insured shown in the Schedule exceeds €100,000)

It is a Condition precedent to the Company's liability for Damage that

- (a) In any premises protected by a security alarm
 - (i) the security alarm must be kept in efficient working order and put into full operation on all practical occasions
 - (ii) a maintenance contract must remain in force with a security company to whom all defects must be immediately notified
- (b) In any premises protected by an automatic fire alarm installation the Insured shall undertake to
 - (i) carry out testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed
 - (ii) carry out all maintenance procedures specified by the manufacturers of the equipment
 - (iii) notify the Company immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 (twelve) hours or more
 - (iv) record details of all incidents such as alarm fault tests maintenance and disconnections and keep such details available for examination by the Company's representative

4. Designation

For the purposes of determining where necessary the heading under which any Property Insured is insured the Company agrees to accept the designation under which such Property Insured has been entered in the books of the Insured

5. Inspections

The Company shall have the right to inspect and examine any Property Insured

Any dismantling and re-assembly required for the purpose of inspection shall be carried out at the expense of the Insured

6. Unoccupied Premises Warranty

In respect of any premises which is Unoccupied it shall be a condition precedent to the liability of the Company to make any payment under this Section that the following requirements are adhered to

- (a) all electrical gas or water supplies must be turned off at the mains other than those supplies connected to automatic sprinkler systems or fire or security alarm installations which must remain in operation for security or fire protection purposes.
- (b) all windows and doors must be securely locked or fastened
- (c) where a fire or security alarm is installed the alarm must be kept in efficient working order and fully operational
- (d) all valuables and portable fixtures and fittings must be removed from the building
- (e) the building must be inspected both internally and externally at least once every 14 days to ensure that there has been no deterioration in the condition or state of repair of the building and to ensure that any security or fire protections in place are fully operational

SECTION 2 - CONSEQUENTIAL LOSS

SECTION DEFINITIONS

1. Sum Insured

The limit of the Company's liability in respect of any one claim hereunder shall not exceed 20% of the Sum Insured for which Building(s) are insured under Section 1 hereof or the Sum Insured specified in the Schedule whichever is the greater

Where the Building(s) are insured under Section 1 on a "Day One" Basis the **20%** shall apply to the "Declared Value" all as defined in Section 1 Condition 2

2. Indemnity Period means

The period beginning with the occurrence of Damage and ending not later than **18 (eighteen) months** thereafter during which time the Property Insured (or any part thereof) shall be rendered unusable in whole or in part

SECTION INSURING CLAUSE (what is insured)

If the Property Insured (or any part thereof) becomes unusable the Company will pay any reasonable financial loss or expense incurred by the Insured during the Indemnity Period resulting from such loss of use

SECTION EXTENSIONS

Unless stated to the contrary none of the under noted Extensions shall operate to increase the liability of the Company beyond the Sums Insured set forth in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy

1. Additional Pecuniary Loss or Expense

The Company will pay any reasonable pecuniary loss or expense as defined in the Section Insuring Clause resulting from

- (a) Charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs or information which the Company may require under the terms of General Condition 6 of this Policy

Provided that the liability of the Company under this Extension shall not exceed **€25,000** for any one claim

- (b) Damage to other property (not belonging to nor the legal responsibility of the Insured) in the vicinity of the Property Insured preventing or hindering the use of or access to the Property Insured
- (c) Property Insured being rendered unusable due to an outbreak of a **Notifiable Disease** (as defined below) at the Premises

Notifiable Disease shall mean illness sustained by any person resulting from

- (i) food or drink poisoning or

- (ii) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome {AIDS} or any AIDS related condition) an outbreak of which the competent local authority has stipulated shall be notified to them
- (d) closure of the Building(s) by order of the local health authority because of defective sanitation vermin or pests
- (e) Damage at any
 - (i) generating station or sub-station of the public electricity supply undertaking
 - (ii) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
 - (iii) water works or pumping stations of the public water supply undertaking
 from which the Insured obtains electric current gas or water for the Premises

Provided that

the liability of the Company under this Extension shall not exceed the Sum Insured or **€350,000** for any one claim whichever is the less

- (f) any occurrence of murder or suicide at the Property Insured
- (g) failure of the electricity gas or water supplies at the point of connection to the Property Insured

Provided that

- (i) the maximum liability of the Company shall not exceed in total **€25,000** in any one Period of Insurance
- (ii) the Company shall not be liable for any failure of less than **30 minutes** and / or for the deliberate acts of the supply authority or as a result of strikes or other industrial action

2. Payments on Account

Payments on account may be made during the Indemnity Period if requested subject to any necessary adjustment at the termination of such Period

3. Automatic Reinstatement of Sum Insured

Following any loss under this Section the Company will reinstate the Sum Insured without additional premium

SECTION EXCLUSIONS (what is not insured)

This Section does not cover any loss or expense

1. Where the Property Insured is not insured (or where the Company has refused indemnity) under Section 1
2. Resulting from an occurrence which is not insured under Section 1 unless stated to the contrary herein

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

SECTION 3 - MONEY

SECTION INSURING CLAUSE (what is insured)

Subject to the under noted limits for any one loss the Company will pay the Insured for

1. Loss of Money belonging to or the legal responsibility of the Insured
2. Loss of or damage to safe(s) or strong room(s)
3. Financial loss following misuse of any Credit Card held for the benefit of the Insured

Definition

Credit Card means any credit card bank / cash card debit card charge card or cheque card

Cover	Limit for any one loss
1. Recorded Crossed Cheques and / or Crossed Money Orders and / or Crossed Postal Orders	€500,000
2. Money on Property Insured whilst	
(a) within any building while such building is occupied and used by the Insured	€ 15,000
(b) in locked safe(s) or strong-room(s) when the building is unoccupied and unattended by the Insured	€ 15,000
3. Money in transit or in a bank night safe	€ 15,000
4. Personal Money belonging to any Employee	€ 1,000
5. Money in the residence of any person authorised by the Insured	€ 1,000
6. Loss of or damage to safe(s) or strong-room(s)	Cost of Repair or Replacement
7. Financial loss following misuse of any Credit Card	€ 7,500
8. Any other loss of Money not otherwise excluded	€ 1,000

SECTION EXCLUSIONS (what is not insured)

This Section does not cover

1. Loss of Money caused by any
 - (a) fraudulent or dishonest act
 - (b) error or omission
2. Depreciation in value
3. Confiscation or detention by Customs or other officials
4. Loss from an unattended vehicle
5. In respect of any Credit Card
 - (a) misuse by an authorised person
 - (b) liability attaching to the Insured following a breach of the terms and conditions of its use
 - (c) financial loss resulting from the loss of any Credit Card not reported to the issuing company and the police within 24 hours of the discovery of such loss
 - (d) its confiscation or detention by Customs or other officials
6. The first **€100** of each and every loss

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

SECTION CONDITIONS

1. Precaution

The keys to any safe or strong-room must be removed to a secure place whilst the building or portion of the building containing the safe or strong-room is closed and / or unattended

2. Money in Transit

- (a) Cover under this Section for Money in transit is limited to **€5,000** per person
- (b) Money in transit in excess of **€15,000** must be carried by a security company

SECTION 4 - GENERAL LIABILITY

SUB SECTION 4A – EMPLOYERS LIABILITY

SUB SECTION INSURING CLAUSE (what is insured)

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages and Law Costs arising from Bodily Injury to an Employee caused during the Period of Insurance in connection with the Business

Provided that

- (a) the liability of the Company in respect of all damages and all Law Costs shall not exceed the Limit of Indemnity indicated below
- (b) the Insured shall not be entitled to indemnity under this Sub Section in respect of any claim for which indemnity is more specifically provided (or would have been provided but for the application of a proviso, Condition or an Exclusion there under) under Section 5 – Indemnity to Management or Section 6 - Legal Expenses

Limit of Indemnity

The Employers Liability Limit of Indemnity specified in the Schedule in respect of each and every Event

SUB SECTION EXTENSIONS

None of the under noted Extensions shall operate to increase the liability of the Company beyond the Limit of Indemnity stated in the Insuring Clause of this Sub Section and each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of this Sub Section and this Policy

1. Health and Safety at Work Legislation

The Company will indemnify the Insured and at the Insured's request any Employee of the Insured against legal costs and expenses incurred with its consent in the defence of or appeal against conviction in any criminal proceedings brought for a breach of any health and safety at work legislation committed or alleged to have been committed during the Period of Insurance in connection with the Business

2. Medical Expenses

At the request of the Insured the Company will on compassionate grounds meet any reasonable expenses incurred by an Employee resulting from an accident in connection with the Business

Provided that the liability of the Company shall not exceed

- | | |
|------------------------------------|----------------|
| (a) for any one Employee | €1,000 |
| (b) in any one Period of Insurance | €10,000 |

The Insured shall not disclose the existence of this Extension without the consent of the Company

3. Indemnity to Principals

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

Provided that

- (a) the Insured would have been entitled to indemnity under this Sub Section had the claim been made against the Insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy

4. Court Attendance Costs

In the event of any director officer or Employee of the Insured attending court as a witness at the request of the Company in connection with a claim for which the Insured is entitled to indemnity under this Sub Section then the Company will pay the under noted amounts to the Insured for each day on which such attendance is required by the Company

- | | |
|-----------------------------|---------------------|
| (a) any director or officer | €500 per day |
| (b) any Employee | €250 per day |

5. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee of the Insured in respect of Bodily Injury to that Employee occurring during the Period of Insurance arising from or in connection with the Business against any company or person operating from premises within the Territorial Limits in any court situate therein and remaining unsatisfied in whole or in part six months after the date of such judgement the Company will at the request of the Insured pay to the Employee the amount of any such damages and awarded costs to the extent that they remain unsatisfied

Provided that

- (a) there is no appeal outstanding in relation to any such judgement
- (b) if any payment is made by the Company under this Extension in respect of any such judgement then the right to the proceeds of such judgement shall be assigned to the Company
- (c) all reasonable steps to protect the ability to recover from the party or parties against whom the judgement was obtained have been taken

SUB SECTION EXCLUSIONS (what is not insured)

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

- 1. arising directly or indirectly out of or in connection with
 - (a) the demolition construction alteration or repair of buildings
 - (b) work on the exterior of the building in excess of 15 metres from ground level
 - (c) work on the interior of the building in excess of 15 metres above floor level
 - (d) work involving the use of scaffolding other than mobile scaffold towers
- 2. assumed under contract or agreement which would not otherwise have attached
- 3. for Bodily Injury to an Employee while such Employee is Offshore
- 4. arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
- 5. compulsorily insurable in accordance with any Road Traffic Act(s) or amending legislation
- 6. for any fines penalties punitive or exemplary damages

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

SUB SECTION CONDITIONS

1. Special Waiver Clause

The Company agrees not to exercise the right to avoid this Sub Section where it is alleged that there has been non-disclosure or misrepresentation by the Insured at inception or at any subsequent renewal

Provided that

- (a) the Insured shall establish to the satisfaction of the Company that such alleged non-disclosure or misrepresentation was innocent and free of any fraudulent or dishonest intent or motive
- (b) where such non-disclosure or misrepresentation prejudices the handling or settlement of any claim the amount payable (including costs and expenses) shall be reduced to such sum as would have been payable in the absence of such prejudice

2. The Company's Rights

In the event of a claim the Company may at any time at its sole discretion pay to the Insured the amount of the Limit of Indemnity (after deduction of any sum or sums already paid) or any lesser amount for which such claim can be settled including any legal costs and expenses incurred to date and shall then relinquish the conduct and control of the claim to the Insured and be under no further liability in respect thereof

SUB SECTION 4B - PUBLIC LIABILITY

SUB SECTION INSURING CLAUSE (what is insured)

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

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

occurring during the Period of Insurance and arising out of and in the course of the Business

Provided that

- (a) the liability of the Company in respect of all damages and all Law Costs shall not exceed the Limits of Indemnity indicated below or elsewhere in this Sub Section
- (b) the Insured shall not be entitled to indemnity under this Sub Section in respect of any claim for which indemnity is more specifically provided (or would have been provided but for the application of a proviso Condition or an Exclusion there under) under Section 5 – Indemnity to Management or Section 6 - Legal Expenses

Limits of Indemnity

In respect of

- (a) claims arising out of a defect in a Product the Public Liability Limit of Indemnity is as specified in the Schedule in any one Period of Insurance
- (b) any other claim or number of claims arising out of one Event the Public Liability Limit of Indemnity is as specified in the Schedule

SUB SECTION EXTENSIONS

None of the under noted Extensions shall operate to increase the liability of the Company beyond the Limits of Indemnity stated in the Insuring Clause of this Sub Section and each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of this Sub Section and this Policy

1. Indemnity to Principals

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

Provided that

- (a) the Insured would have been entitled to indemnity under this Sub Section had the claim been made against the Insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy

2. Data Protection Acts 1988 & 2003 (the Acts)

The Company will indemnify the Insured in respect of legal liability as defined in the Sub Section Insuring Clause incurred by virtue of Section(s) 7, 21 and 22 of the Acts

Provided that

- (a) the Insured is registered in accordance with the terms of the Acts
- (b) the liability of the Company shall not exceed **€1,000,000** in any one Period of Insurance
- (c) the Company shall not be liable for
 - (i) any claim caused by a deliberate act or omission and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - (ii) any claim resulting from fraud or dishonesty
 - (iii) any costs or expenses of rectifying rewriting or erasing data
 - (iv) any claim arising from the recording processing or provision of data for reward or to determine the financial status of any person

3. Medical Expenses

At the request of the Insured the Company will on compassionate grounds meet any reasonable expenses incurred by any person resulting from an accident in connection with the Business

Provided that the liability of the Company shall not exceed

- (a) in respect of any one person **€ 1,000**
- (b) in any one Period of Insurance **€10,000**

The Insured shall not disclose the existence of this Extension without the consent of the Company

4. Leased Rented and Temporarily Occupied Premises

Notwithstanding Exclusion 3 of this Sub Section the Company will indemnify the Insured in respect of legal liability as defined in the Sub Section Insuring Clause for loss of or damage to any premises (including fixtures fittings and contents) leased loaned hired rented or temporarily occupied by the Insured in connection with the Business

Provided that no liability shall attach to the Company

- (a) solely by reason of any contract or agreement
- (b) for the first **€650** of each and every claim for loss of or damage to material property

5. Motor Contingency

The Company will indemnify the Insured in respect of legal liability as defined in the Sub Section Insuring Clause arising out of the use in connection with the Business of a motor vehicle not the property of nor driven by nor provided by the Insured

Provided that the Insured shall take all reasonable precautions to ensure that all vehicles are adequately insured by current motor insurance policies

This Extension excludes

- (a) liability of or to the drivers or owners of the vehicle
- (b) loss of or damage to the vehicle or to property conveyed in or on the vehicle
- (c) any vehicle owned or driven by a person who to the knowledge of the Insured or his / her representative does not hold a licence to drive nor has motor insurance as required by law

Limit of Indemnity in respect of this Extension in any one Period of Insurance - **€6,500,000**

NOTE: This Extension is not sufficient to satisfy the requirements of the Road Traffic Act(s)

6. Nuisance

The Company will indemnify the Insured in respect of legal liability as defined in the Sub Section Insuring Clause arising from any nuisance or alleged nuisance (in addition to that provided elsewhere in this Sub Section) caused by the Insured happening in or about the Premises or arising from or connected with the Business

Provided that the Company shall not be liable for any claim in respect of nuisance or alleged nuisance (other than as provided elsewhere in this Sub Section) caused by the Insured which is continued by the Insured subsequent to their becoming aware of the existence of any such nuisance or alleged nuisance

Limit of Indemnity in respect of this Extension in any one Period of Insurance - **€2,500,000**

7. Work by Contractors

Notwithstanding Exclusion 6 of this Sub Section the Company will indemnify the Insured in respect of legal liability as defined in the Sub Section Insuring Clause attaching to the Insured in connection with any claim arising directly or indirectly out of or in connection with work undertaken by any contractor engaged by the Insured

Provided that prior to engaging the services of any contractor the Insured shall inspect the contractor's insurances and ensure that

- (a) cover is provided for the contract
- (b) such insurances are operative and will remain so during the currency of the contract
- (c) the limit of indemnity provided by such insurances is not less than **€2,600,000** any one Event
- (d) such insurances provide an indemnity to the Insured

8. Personal Liability

The Company will indemnify the Insured or if the Insured so requests any director or Employee (including members of his / her household permanently residing with him / her) in respect of legal liability as defined in the Insuring Clause incurred by such persons in a personal capacity in the course of any journey or temporary visit made in connection with the Business

Provided that

- (a) this Extension shall not provide cover for liability arising from
 - (i) the exercise of any trade profession or business
 - (ii) the ownership possession or use of any
 - (1) land or building
 - (2) animal other than domesticated pets
 - (3) firearm other than sporting guns
- (b) any such person
 - (i) is not entitled to indemnity under any other policy
 - (ii) shall be subject to the terms Definitions Exclusions and Conditions of this Sub Section and this Policy

9. Court Attendance Costs

In the event of any director officer or Employee of the Insured attending court as a witness at the request of the Company in connection with a claim for which the Insured is entitled to indemnity under this Sub Section then the Company will pay the under noted amounts to the Insured for each day on which such attendance is required by the Company

- (a) any director or officer **€500 per day**
- (b) any Employee **€250 per day**

10 . Administration of Medication

The Company will indemnify the Insured in respect of legal liability as defined in the Sub Section Insuring Clause arising out of or in connection with the

- (a) supply and / or administration by qualified nursing staff of drugs injections or medicines as prescribed by a qualified medical practitioner
- (b) supply and / or administration by a responsible adult of drugs or medicines as prescribed by a qualified medical practitioner
- (c) supply and / or administration of drugs or medicines which are available without prescription
- (d) taking of blood samples by qualified nursing staff as prescribed by a qualified medical practitioner

11. Legionella

Notwithstanding Exclusion 11 of this Sub Section the Company will indemnify the Insured in respect of legal liability as defined in the Sub Section Insuring Clause arising out of or in connection with an outbreak of legionella at the Property Insured

Limit of Indemnity in respect of this Extension in any one Period of Insurance - **€1,000,000**

SUB SECTION EXCLUSIONS (what is not insured)

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

1. for Bodily Injury to an Employee
2. in respect of loss of or damage to property owned by the Insured
3. for loss of or damage to property in the Insured's care custody or control other than the property of any Employee or visitor
4. arising directly or indirectly out of or in connection with the ownership possession or use by or on behalf of the Insured of any aircraft hovercraft or waterborne craft exceeding 5 metres in length and / or having a design maximum speed in excess of 10 knots
5. arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
6. arising directly or indirectly out of or in connection with
 - (a) demolition construction structural alteration or repair of buildings
 - (b) work on the exterior of a building in excess of 15 metres from ground level
 - (c) work on the interior of a building in excess of 15 metres above floor level
 - (d) work involving the use of scaffolding other than mobile scaffold towers
 - (e) the use of power driven wood working machinery other than the use of portable tools applied to the work by hand
 - (f) any commercial enterprise / company created by or on behalf of the Insured
 - (g) any carnival festival gymkhana or horse / pony racing organised by or on behalf of the Insured
 - (h) any production / concert or other fund raising activity where the anticipated attendance exceeds one thousand (1,000) persons except where conducted within the building of a church
 - (i) any fund raising activity not solely for the benefit of the Insured
7. arising directly or indirectly out of or in connection with negligent advice design specification formula or a breach of duty owed in a professional capacity by the Insured
8. arising directly or indirectly out of or in connection with the sale or supply of any Product to or in the United States of America or Canada other than by way of retail sale by the Insured in the Territorial Limits
9. assumed under contract or agreement which would not otherwise have attached
10. arising directly or indirectly out of or in connection with the cost of removing repairing recalling replacing or reinstating any Products sold or supplied by or on behalf of the Insured

11. arising directly or indirectly from Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that

(a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place

(b) the liability of the Company for all damages and Law Costs in respect of such Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount shown above as the Limit of Indemnity

12. compulsorily insurable in accordance with any Road Traffic Act(s) or amending legislation

13. arising directly or indirectly out of or in connection with

(a) any intentional dishonest fraudulent criminal or malicious act or omission

(b) any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual gratification discrimination coercion harassment or pressure of any kind

whether or not such liability or claim arises from or allegedly arises from or relates in any way to or allegedly relates in any way to

(i) employment contracting with hiring retention placement training or supervision by the Insured or other persons

(ii) any failure or alleged failure to research the background or suitability of or to monitor or respond to alleged complaints relating to Employees agents servants or any other person

(iii) the conduct of any person or persons to whom the Insured has delegated any duties or functions

14. for fines penalties punitive or exemplary damages

15. directly or indirectly caused by arising from in consequence of or in any way involving asbestos

But this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

SUB SECTION CONDITIONS

1. Special Waiver Clause

The Company agrees not to exercise the right to avoid this Sub Section where it is alleged that there has been non-disclosure or misrepresentation by the Insured at inception or at any subsequent renewal

Provided that

- (a) the Insured shall establish to the satisfaction of the Company that such alleged non-disclosure or misrepresentation was innocent and free of any fraudulent or dishonest intent or motive
- (b) where such non-disclosure or misrepresentation prejudices the handling or settlement of any claim the amount payable (including costs and expenses) shall be reduced to such sum as would have been payable in the absence of such prejudice

2. The Company's Rights

In the event of a claim the Company may at any time at its sole discretion pay to the Insured the Limit of Indemnity (after deduction of any sum or sums already paid) or any lesser amount for which such claim can be settled including any Law Costs incurred to date and shall then relinquish the conduct and control of the claim to the Insured and be under no further liability in respect thereof

3. Special Condition

It shall be a condition precedent to the liability of the Company under this Sub Section and this Policy that

- (a) the Insured operates in accordance with the provisions of the Child Care (Pre-School Services) (No2) Regulations 2006 and Child (Pre-School Services) (No2) (Amendment) Regulations 2006 and the Explanatory Guide to Requirements and Procedures for Notification and Inspection attached thereto and issued by the Department of Health and Children or any subsequent amendment to legislation or explanatory documentation issued by the relevant authorities
- (b) the Insured implements and adheres to any requirements issued by the Health Service Executive and/or the Child & Family Agency or their servants or agents arising from any inspection of the Insured's Business by the Health Service Executive and/or the Child & Family Agency in accordance with legislation

SECTION 5 – INDEMNITY TO MANAGEMENT

SUB SECTION 5A – PROFESSIONAL INDEMNITY

SUB SECTION DEFINITIONS

For the purposes of this Sub Section the following **Definitions** apply

1. Loss means

- (a) damages awarded against the Insured
- (b) Law Costs

2. Wrongful Act means

any actual or alleged

- (a) breach of duty arising from any negligent act error or omission
- (b) breach of warranty of trust or of confidentiality
- (c) libel or slander committed in good faith
- (d) infringement of copyright patent trademark or design rights committed in good faith

3. Retroactive Date means

the date on which the Insured first effected Professional Indemnity cover with the Company

SUB SECTION INSURING CLAUSE (what is insured)

The Company will indemnify the Insured in respect of legal liability for Loss arising from any claim or claims made against the Insured arising from any Wrongful Act by the Insured in connection with the Business

Provided that

- (a) this Sub Section will only provide indemnity in respect of claims
 - (i) first made against the Insured during the Period of Insurance **and**
 - (ii) reported to the Company during the Period of Insurance in accordance with General Condition 6(a) **and**
 - (iii) arising from a Wrongful Act committed during the Period of Insurance or prior to the Period of Insurance but subsequent to the Retroactive Date
- (b) the total aggregate liability of the Company in respect of all Loss arising out of all claims during the Period of Insurance shall not exceed the Limit of Indemnity stated below
- (c) all claims which are the subject of or attributable to the same Wrongful Act or to a series of Wrongful Acts (which expression shall include multiple Wrongful Acts committed against the same person) shall be treated as a single claim and shall be deemed to have been committed on the date such first Wrongful Act occurred
- (d) all claims arising from a Wrongful Act or a series of Wrongful Acts consequent or attributable to one source or original source shall be deemed to be one claim and be considered first made during the Period of Insurance in which the earliest such claim was first made and the Limit of Indemnity in effect at that time shall prevail
- (e) any claim arising as a consequence of any Wrongful Act which has been notified to the Company in compliance with General Condition 6(a) shall be deemed to have been first made on the date on which the conduct or circumstance was so notified to the Company
- (f) regardless of the number of succeeding policies of a like nature issued by the Company the liability of the Company shall not be cumulative in amounts from one Period of Insurance to another Period of Insurance
- (g) the Company will not be liable for any claim or claims arising from any Wrongful Act of which the Insured had actual knowledge prior to the inception of this Policy or for any claim or claims notified to a previous insurer or which should have been notified under the terms and conditions of a policy issued by a previous insurer

Limit of Indemnity - €6,500,000 for any one Period of Insurance

SUB SECTION EXCLUSIONS (what is not insured)

This Sub Section does not cover

1. Indemnity to any person committing participating in condoning instigating or knowingly allowing
 - (a) any intentional dishonest fraudulent criminal or malicious act or omission
 - (b) any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual gratification discrimination coercion harassment or pressure of any kind
2. Indemnity to the Insured in respect of liability of the Insured arising out of any act omission conduct or contact described in 1. (a) & (b) above committed by any person after
 - (a) the Insured had actual knowledge that or had reasonable grounds for believing that such person had been involved in any such act omission conduct or contact
 - (b) failure by the Insured to fully investigate and / or act upon any allegation that such person had been involved in any such act omission conduct or contact
3. Any claim arising out of a Wrongful Act committed prior to the Retroactive Date
4. Liability arising directly or indirectly out of or in connection with
 - (a) any claim where cover is more specifically provided (or would have been provided but for the application of a proviso Condition or Exclusion there under) under Section 4 - General Liability Sub Section 5B – Trustees Directors and Officers Liability Sub Section 5C - Employment Practices Liability or Section 6 - Legal Expenses
 - (b) any medical advice or treatment (other than first aid medical treatment) trials involving drugs or testing of human samples
 - (c) any liability assumed by the Insured under any contract or agreement which would not otherwise have attached
 - (d) advice design or specification which to the knowledge of the Insured will be incorporated in any mechanically propelled vehicle aircraft aerial or aerospace device or satellite
 - (e) the ownership possession or use by or on behalf of the Insured of any aircraft watercraft vessel or mechanically propelled vehicle
 - (f) Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
5. Any liability arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
6. Any liability arising from any actual or alleged breach of duty arising from any negligent act error or omission on the part of any trustee director or officer which arises solely by reason of the conduct of their duties as a trustee director or officer of the Insured
7. Any claim arising from or related to any infringement of patent copyright trade mark or design rights not committed in good faith
8. Any claim arising from a breach of secrecy and / or confidentiality agreements relating to intellectual property

9. Any claim arising from any breach of any obligation owed by the Insured as employer to any Employee
10. Any claim alleging wrongful suspension or expulsion of or refusal to enrol any child except where such suspension expulsion or refusal to enrol occurs after the Insured has sought and followed established procedures and the advice of a solicitor well versed in the law and regulations relating to such actions
11. The first €300 of each and every claim
12. Fines penalties punitive or exemplary damages
13. Any claim directly or indirectly caused by arising from in consequence of or in any way involving asbestos

But this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

14. Any claim for loss of or damage to any Money or property of the Insured or for which they are responsible arising directly or indirectly from any dishonest or fraudulent act or omission on the part of any principal Employee or agent of the Insured

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

SUB SECTION CONDITIONS

1. Special Waiver Clause

The Company agrees not to exercise the right to avoid this Sub Section where it is alleged that there has been non-disclosure or misrepresentation by the Insured at inception or at any subsequent renewal

Provided that

- (a) the Insured shall establish to the satisfaction of the Company that such alleged non-disclosure or misrepresentation was innocent and free of any fraudulent or dishonest intent or motive
- (b) where such non-disclosure or misrepresentation prejudices the handling or settlement of any claim the amount payable (including costs and expenses) shall be reduced to such sum as would have been payable in the absence of such prejudice

2. Senior Counsel Clause

The Insured shall give all such assistance as the Company may require but shall not be required to contest any legal proceedings unless a senior counsel to be mutually agreed upon between the Company and the Insured shall advise that such proceedings could be contested with the probability of success

SUB SECTION 5B – TRUSTEES DIRECTORS and OFFICERS LIABILITY

SUB SECTION DEFINITIONS

For the purposes of this Sub Section the following **Definitions** apply

1. Loss means

- (a) damages awarded against the Insured
- (b) Law Costs

2. Wrongful Act means

any actual or alleged breach of duty arising from any negligent act error or omission on the part of any trustee director or officer which arises solely by reason of the conduct of their duties as a trustee director or officer of the Insured

3. Retroactive Date means

the date on which the Insured first effected trustees Directors and Officers Liability cover with the Company

SUB SECTION INSURING CLAUSE (what is insured)

The Company will indemnify the Insured in respect of legal liability for Loss arising from any claim or claims made against the Insured arising from any Wrongful Act by the Insured in connection with the Business

Provided that

- (a) this Sub Section will only provide indemnity in respect of claims
 - (i) first made against the Insured during the Period of Insurance **and**
 - (ii) reported to the Company during the Period of Insurance in accordance with General Condition 6(a) **and**
 - (iii) arising from a Wrongful Act committed during the Period of Insurance or prior to the Period of Insurance but subsequent to the Retroactive Date
- (b) the total aggregate liability of the Company in respect of all Loss arising out of all claims during the Period of Insurance shall not exceed the Limit of Indemnity stated below
- (c) all claims which are the subject of or attributable to the same Wrongful Act or to a series of Wrongful Acts (which expression shall include multiple Wrongful Acts committed against the same person) shall be treated as a single claim and shall be deemed to have been committed on the date such first Wrongful Act occurred
- (d) all claims arising from a Wrongful Act or a series of Wrongful Acts consequent or attributable to one source or original source shall be deemed to be one claim and be considered first made during the Period of Insurance in which the earliest such claim was first made and the Limit of Indemnity in effect at that time shall prevail
- (e) any claim arising as a consequence of any Wrongful Act which has been notified to the Company in compliance with General Condition 6(a) shall be deemed to have been first made on the date on which the conduct or circumstance was so notified to the Company
- (f) regardless of the number of succeeding policies of a like nature issued by the Company the liability of the Company shall not be cumulative in amounts from one Period of Insurance to another Period of Insurance
- (g) the Company will not be liable for any claim or claims arising from any Wrongful Act of which the Insured had actual knowledge prior to the inception of this Policy or for any claim or claims notified to a previous insurer or which should have been notified under the terms and conditions of a policy issued by a previous insurer

Limit of Indemnity - €2,500,000 for any one Period of Insurance

SUB SECTION EXCLUSIONS (what is not insured)

This Sub Section does not cover

1. Indemnity to any person committing participating in condoning instigating or knowingly allowing
 - (a) any intentional dishonest fraudulent criminal or malicious act or omission
 - (b) any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual gratification discrimination coercion harassment or pressure of any kind
2. Indemnity to the Insured in respect of liability of the Insured arising out of any act omission conduct or contact described in 1. (a) & (b) above committed by any person after
 - (a) the Insured had actual knowledge that or had reasonable grounds for believing that such person had been involved in any such act omission conduct or contact
 - (b) failure by the Insured to fully investigate and / or act upon any allegation that such person had been involved in any such act omission conduct or contact
3. Any claim arising out of a Wrongful Act committed prior to the Retroactive Date
4. Liability arising directly or indirectly out of or in connection with
 - (a) any claim where cover is more specifically provided (or would have been provided but for the application of a proviso Condition or Exclusion there under) under Section 4 - General Liability Sub Section 5A - Professional Indemnity Sub Section 5C – Employment Practices Liability or Section 6 - Legal Expenses
 - (b) any medical advice or treatment (other than first aid medical treatment) trials involving drugs or testing of human samples
 - (c) any liability assumed by the Insured under any contract or agreement which would not otherwise have attached
 - (d) advice design or specification which to the knowledge of the Insured will be incorporated in any mechanically propelled vehicle aircraft aerial or aerospace device or satellite
 - (e) the ownership possession or use by or on behalf of the Insured of any aircraft watercraft vessel or mechanically propelled vehicle
 - (f) Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
5. Any claim arising from or related to any infringement of patent copyright trade mark or design rights not committed in good faith
6. Any liability arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
7. Any claim arising from a breach of secrecy and / or confidentiality agreements relating to intellectual property
8. Any claim arising from any breach of any obligation owed by the Insured as employer to any Employee
9. The first **€300** of each and every claim

10. Fines penalties punitive or exemplary damages
11. Any claim directly or indirectly caused by arising from in consequence of or in any way involving asbestos

But this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

SUB SECTION CONDITIONS

1. Special Waiver Clause

The Company agrees not to exercise the right to avoid this Sub Section where it is alleged that there has been non-disclosure or misrepresentation by the Insured at inception or at any subsequent renewal

Provided that

- (a) the Insured shall establish to the satisfaction of the Company that such alleged non-disclosure or misrepresentation was innocent and free of any fraudulent or dishonest intent or motive
- (b) where such non-disclosure or misrepresentation prejudices the handling or settlement of any claim the amount payable (including costs and expenses) shall be reduced to such sum as would have been payable in the absence of such prejudice

2. Senior Counsel Clause

The Insured shall give all such assistance as the Company may require but shall not be required to contest any legal proceedings unless a senior counsel to be mutually agreed upon between the Company and the Insured shall advise that such proceedings could be contested with the probability of success

SUB SECTION 5C – EMPLOYMENT PRACTICES LIABILITY

SUB SECTION DEFINITIONS

For the purposes of this Sub Section the following **Definitions** apply

1. Loss means

- (a) damages awarded against the Insured
- (b) Law Costs

2. Wrongful Employment Practice means

- (a) unfair dismissal or wrongful dismissal of an Employee
- (b) discrimination (including victimisation) in the employment field against any Employee or any applicant for employment by the Insured on the grounds of gender marital status family status sexual orientation religion age physical and / or mental disability race colour nationality ethnic or national origins or membership of the traveller community
- (c) refusal to employ a qualified applicant for employment
- (d) failure to offer or afford the same terms of employment working conditions or treatment
- (e) employment related harassment including sexual harassment bullying of any kind coercion or intimidating offensive or hostile working environment

3. Retroactive Date means

the date on which the Insured first effected Employment Practices Liability cover with the Company

SUB SECTION INSURING CLAUSE (what is insured)

The Company will indemnify the Insured in respect of legal liability for Loss arising from any claim or claims made against the Insured arising from any Wrongful Employment Practice in connection with the Business

Provided that

- (a) this Sub Section will only provide indemnity in respect of claims
 - (i) first made against the Insured during the Period of Insurance **and**
 - (ii) reported to the Company during the Period of Insurance in accordance with General Condition 6(a) **and**
 - (iii) arising from any Wrongful Employment Practice committed during the Period of Insurance or prior to the Period of Insurance but subsequent to the Retroactive Date
- (b) the total aggregate liability of the Company in respect of all Loss arising out of all claims during the Period of Insurance shall not exceed the Limit of Indemnity stated below
- (c) all claims which are the subject of or attributable to the same Wrongful Employment Practice or to a series of Wrongful Employment Practices shall be treated as a single claim and shall be deemed to have been committed on the date such first Wrongful Employment Practice occurred
- (d) all claims arising from a Wrongful Employment Practice or a series of Wrongful Employment Practices consequent or attributable to one source or original source shall be deemed to be one claim and be considered first made during the Period of Insurance in which the earliest such claim was first made and the Limit of Indemnity in effect at that time shall prevail
- (e) any claim arising as a consequence of any Wrongful Employment Practice which has been notified to the Company in compliance with Condition 6(a) shall be deemed to have been first made on the date on which the conduct or circumstance was so notified to the Company
- (f) regardless of the number of succeeding policies of a like nature issued by the Company the liability of the Company shall not be cumulative in amounts from one Period of Insurance to another Period of Insurance
- (g) the Company will not be liable for any claim or claims arising from any Wrongful Employment Practice of which the Insured had actual knowledge prior to the inception of this Policy or for any claim or claims notified to a previous insurer or which should have been notified under the terms and conditions of a policy issued by a previous insurer

Limit of Indemnity - €2,500,000 any one Period of Insurance

SUB SECTION EXCLUSIONS (what is not insured)

This Sub Section does not cover

1. Indemnity to any person committing participating in condoning instigating or knowingly allowing
 - (a) any intentional dishonest fraudulent criminal or malicious act or omission
 - (b) any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual gratification discrimination coercion harassment or pressure of any kind
2. Indemnity to the Insured in respect of liability of the Insured arising out of any act omission conduct or contact described in 1. (a) & (b) above committed by any person after
 - (a) the Insured had actual knowledge that or had reasonable grounds for believing that such person had been involved in any such act omission conduct or contact
 - (b) failure by the Insured to fully investigate and / or act upon any allegation that such person had been involved in any such act omission conduct or contact.
3. Any claim arising from any deliberate or intentional breach of the terms of any contract of employment
4. Liability in connection with any claim alleging
 - (a) unfair or wrongful dismissal or suspension of any Employee
 - (b) unfair or wrongful change in the terms of employment or job specification of any Employeeexcept where such dismissal suspension or change occurs after the Insured has sought and followed
 - (i) current and established procedures
 - (ii) the advice of a solicitor well versed in the law and regulations relating to such actions
5. Liability to make remuneration payments including pay in lieu of notice and / or redundancy payments which the Insured is legally obliged to pay under the terms of any contract of employment
6. Any claim arising out of any Wrongful Employment Practice which occurred or is alleged to have occurred prior to the Retroactive Date
7. Any liability arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
8. Liability for any claim where cover is more specifically provided (or would have been provided but for the application of a proviso Condition or Exclusion there under) under Section 4 - General Liability Sub Section 5A Professional Indemnity Sub Section 5B - Trustees Directors and Officers Liability or Section 6 - Legal Expenses
9. Liability assumed by the Insured under any contract or agreement which would not otherwise have attached
10. Liability arising from Bodily Injury or loss of or damage to material property
11. Liability arising from costs of complying with physical modifications to Property Insured or to the Business to reasonably accommodate any Employee or any applicant for employment as required by law
12. Liability arising from lock-out strike picket line or other similar actions resulting from labour disputes or labour negotiations

13. The first **€300** of each and every claim

14. Fines penalties punitive or exemplary damages

15. Any claim directly or indirectly caused by arising from in consequence of or in any way involving asbestos

But this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

SUB SECTION 5D - FIDELITY GUARANTEE

SUB SECTION INSURING CLAUSE (what is insured)

The Company will indemnify the Insured for loss of or damage to any Money or property of the Insured or for which they are responsible arising from any dishonest or fraudulent act or omission on the part of any principal Employee or agent of the Insured occurring during the Period of Insurance in connection with the Business

Provided that

- (a) on discovery of any dishonest or fraudulent act or omission (whether it is intended to make a claim or not) the Insured shall immediately give written notice to the Company of the extent of the loss as then known together with the name and last known address of the responsible party
- (b) the Insured shall take all measures to prevent further loss and all reasonable steps to recover the amount of any such loss and the liability of the Company shall be limited to the amount of any loss not recovered
- (c) any monies or assets held by the Insured which but for the dishonest or fraudulent act or omission would have been due from the Insured shall be deducted from any amount payable hereunder. Any subsequent recovery shall be shared in the proportion that the amount of the loss borne by the Company and the Insured bears to the amount of the loss
- (d) all claims arising from any dishonest or fraudulent act or omission or a series of any dishonest or fraudulent acts or omissions consequent or attributable to one source or original source shall be deemed to be one claim and be considered to have occurred during the Period of Insurance in which the earliest such claim occurred and the Limit of Indemnity in effect at that time shall prevail
- (e) the total aggregate liability of the Company in respect of loss arising out of all claims during the Period of Insurance shall not exceed the Limit of Indemnity stated below
- (f) the Insured shall ensure that all the Insured's books of account are audited at least annually by a suitably qualified person or persons
- (g) immediately following the discovery of any dishonest or fraudulent act or omission cover shall cease for all further dishonest or fraudulent acts or omissions by such person or persons

Limit of Indemnity - €100,000 any one Period of Insurance

SUB SECTION EXCLUSIONS (what is not insured)

This Sub Section does not cover

1. The first **€300** of each and every loss
2. Any loss or damage occurring prior to the attachment of cover under this Sub Section

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

SECTION 6 - LEGAL EXPENSES

SECTION DEFINITIONS

For the purposes of this Section the following **Definitions** apply

1. The Insured means

- (a) the person company firm or other legal entity named as the Insured in the Schedule
- (b) any director or officer of the Insured

2. Appointed Solicitor means

the Solicitor appointed to act for the Insured for the purposes of this Section

SECTION INSURING CLAUSE (what is insured)

The Company will indemnify the Insured in respect of

1. Legal costs and expenses **reasonably and properly incurred by the Insured with the express prior approval of the Company** during the Period of Insurance arising from or directly connected with the
 - (a) **pursuit** of legal proceedings
 - (i) arising from any dispute relating to contractual relationships between the Insured and any Employee ex-Employee or prospective Employee
 - (ii) for damages arising from legal liabilityin connection with the Business
 - (b) **pursuit or defence** of legal proceedings
 - (i) arising from contractual relationships between the Insured and any supplier in respect of a contract for the purchase hire sale or supply of goods or services in connection with the Business
 - (ii) in respect of damage to Property Insured or any infringement of the legal rights of the Insured or of another relating to the ownership and occupation of Property Insured
 - (c) **defence** of the Insured in any prosecution for breach of statute statutory instrument order or regulation in connection with the Business

Limit of Indemnity - €1,000,000 any one Period of Insurance

2. Legal costs and expenses **reasonably and properly incurred by the Insured with the express prior approval of the Company** arising in connection with the investigation and preparation of any report in connection with any matter which may give rise to a claim under this Section or under Section 5 – Indemnity to Management

Provided that the Insured has exhausted all internal policies and procedures in relation to the matter in question

Limit of Indemnity - €25,000 any one Period of Insurance

Provided that

- (a) **the Company will only accept a claim under this Section if the relevant legal proceedings offer reasonable prospects for success** The Company may at any time discontinue indemnity if in the course of a claim it is felt that such prospects no longer exist If the Company refuses to accept or discontinues any claim it will inform the Insured of the reasons for doing so
- (b) the liability of the Company in respect of all legal costs and expenses during the Period of Insurance shall not exceed the Limits of Indemnity stated above
- (c) the Insured shall not be entitled to indemnity under this Section in respect of any claim for which indemnity is more specifically provided (or would have been provided but for the application of a proviso Condition or Exclusion there under) under Section 4 - General Liability or Section 5 – Indemnity to Management

SECTION EXCLUSIONS (what is not insured)

This Section does not cover

1. Legal costs and expenses relating to or arising from
 - (a) Bodily Injury to any persons
 - (b) any incident breach or alleged breach of law or legal responsibility occurring prior to the attachment of cover under this Section

Provided that in the case of claims for multiple incidents breaches or alleged breaches of the law or legal responsibilities the first causal incident or breach shall be decisive
 - (c) a dispute between the Insured and the Company
 - (d) any claim for legal costs and expenses relating to monies owed to the Insured not made within six months of such monies becoming due and payable
 - (e) any prosecution deliberately and intentionally solicited by the Insured
 - (f) any deliberate or intentional breach by the Insured of an express term of any contract
2. Legal costs and expenses incurred
 - (a) prior to the acceptance of a claim as valid by the Company
 - (b) without the express prior approval of the Company
 - (c) in any case pursued or defended without the express prior consent of the Company or contrary to or in a different manner from that advised by the Appointed Solicitor
 - (d) where there is failure to give proper instructions in due time to the Appointed Solicitor or where there is any delay by the Insured which in the opinion of the Company is prejudicial to the case
 - (e) for which a third party would be liable
3. Any compensation awards damages fines or penalties
4. The pursuit of any claim for infringement of legal rights relating to the ownership or occupation of Property Insured arising from a contract made between the Insured and a third party
5. Any liability arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
6. The first **€300** of each and every claim
7. Legal costs and expenses arising directly or indirectly out of or in connection with Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
8. any intentionally dishonest fraudulent criminal or malicious act or omission committed by any person after the discovery of reasonable cause for suspicion that such person has been engaged in an intentionally dishonest fraudulent criminal or malicious act or omission

9. Any claim directly or indirectly caused by arising from in consequence of or in any way involving asbestos

But this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

SECTION CONDITIONS

1. Representation

- (a) Upon acceptance of a claim by the Company the Insured shall notify the Company which solicitor from the Company's panel of solicitors they wish to act for them
- (b) If the Insured fails to nominate a solicitor or requests the Company to do so on their behalf the Company will instruct a solicitor accordingly if it considers this necessary to protect the interests of the Insured
- (c) The solicitor nominated to act for the Insured shall be appointed by the Company in the name of and on behalf of the Insured

Note:

Appointment of a solicitor from the Company's panel is for the purposes of expediting the claim process and in no way affects the rights of the Insured to appoint a solicitor or other appropriately qualified person of their choice in accordance with Article 7 of the European Communities (Non Life Insurance) (Legal Expenses) Regulations 1991

2. Control of Claim

- (a) The Company shall have direct access to the Appointed Solicitor at all times. The Insured shall cooperate with the Company and the Appointed Solicitor in all respects and shall keep the Company fully and continually informed of all material developments in the legal representations or proceedings
- (b) At the request of the Company the Insured shall instruct the Appointed Solicitor to immediately produce any documents information or advice in his / her possession. The Insured shall also give the Appointed Solicitor such other instructions in relation to the conduct of the claim as the Company may require
- (c) The Company shall be notified immediately of any offer or payment into court made with a view to settling the Insured's claim for damages. If such offer or payment is not accepted by the Insured and the amount thereof is equal to or in excess of the total damages eventually recovered the Company shall have no liability for any further legal costs and expenses or opponent's costs unless the Company gave authority for the continuation of proceedings
- (d) If in any proceedings the Insured is unsuccessful in any claim defence or appeal no further appeal or other proceedings may be commenced without the prior written approval of the Company

3. Withdrawal

(a) If the Insured withdraws from a claim without the prior consent of the Company then the Insured shall become responsible for all costs and expenses paid or incurred by the Company in connection with the claim

(b) In the event that

(i) the Appointed Solicitor refuses to continue to represent the Insured

(ii) the Insured withdraws the claim from the Appointed Solicitor

then the liability of the Company will cease immediately unless the Company agrees to the appointment of another solicitor to continue with the claim

SECTION 7 – PERSONAL ACCIDENT

SECTION DEFINITIONS

1. Accidental Bodily Injury means

Bodily Injury resulting solely and directly from violent external and visible means and which shall directly and independently of any other cause result within 12 (twelve) calendar months in death loss of limb or eye disability or loss of mental faculty

2. Loss of Limb means

total loss by physical severance at or above the wrist or ankle or permanent total loss of use of an entire hand arm foot or leg

3. Loss of Sight or Hearing means

total and irrecoverable loss of sight in one or both eyes or hearing in one or both ears

4. Permanent Disability means

the permanent inability to attend to any occupation or profession

5. Temporary Total Disablement means

the temporary inability to attend to usual occupation or profession

6. Insured Person means

(a) Category A - any director officer or Employee of the Insured

(b) Category B - any child attending the Insured's Business

SECTION INSURING CLAUSE (what is insured)

1. If any Insured Person suffers Accidental Bodily Injury as a result of an accident or as a result of actual or attempted robbery or hold-up in connection with the Business the Company will (unless stated to the contrary below) pay to the Insured Person the amount shown in the Table of Benefits

Table of Benefits

Bodily injury causing	Limit	
	Category A	Category B
Death	€ 125,000	€ 30,000
Loss of sight in one eye or loss of one limb	€ 150,000	€150,000
Loss of sight in both eyes or loss of both limbs	€ 150,000	€150,000
Loss of hearing in one ear	€ 15,000	€ 15,000
Loss of hearing in both ears	€ 75,000	€ 75,000
Permanent Disability	€ 150,000	€150,000
Temporary Total Disablement limited to the Insured Persons actual loss of earning up to a maximum of	€ 500	Nil
Medical dental and optical expenses not recoverable from any other source up to a maximum of	€ 30,000	€ 30,000

SECTION EXCLUSIONS (what is not insured)

This Section does not cover

1. Any accident in connection with
 - (a) the demolition construction alteration or repair of buildings
 - (b) work on the exterior of a building in excess of 15 metres from ground level
 - (c) work on the interior of a building in excess of 15 metres above floor level
 - (d) work involving the use of scaffolding other than mobile scaffold towers
 - (e) the use of power driven woodworking machinery other than portable tools applied to the work by hand
 - (f) tree felling or lopping
2. Wilful exposure to danger (except in an attempt to save human life) or any unlawful act
3. More than one Benefit (other than medical expenses) to each Insured Person for any one accident
4. More than **€6,500,000** for any one accident irrespective of the number of persons involved
5. Temporary Total Disablement benefit for more than 104 weeks
6. No benefit is payable to any person who suffers Accidental Bodily Injury whilst engaged in
 - (a) flying other than as a fare paying passenger
 - (b) boxing wrestling or any form of combat
 - (c) motor competitions
 - (d) mountaineering or rock climbing necessitating the use of ropes or guides
 - (e) parachuting or hang gliding
 - (f) pot-holing or similar underground activities
 - (g) speed duration tests or races of any kind other than on foot
 - (h) steeplechasing show jumping polo playing or hunting
 - (i) water skiing boating in any vessel designed to travel at speed in excess of 30 knots (other than as a fare paying passenger) transoceanic sailing diving with breathing apparatus
 - (j) winter sports
7. Any consequences of attempted self injury or use of intoxicants or drugs (unless under medical supervision)
8. Any existing physical or mental defect or infirmity or insanity

9. Any Accidental Bodily Injury arising directly or indirectly out of or in connection with
- (a) any intentional dishonest fraudulent criminal or malicious act or omission
 - (b) any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual gratification discrimination coercion harassment or pressure of any kind
- whether or not such liability or claim arises from or allegedly arises from or relates in any way to or allegedly relates in any way to
- (i) the employment contracting with hiring retention placement training or supervision by the Insured or other persons
 - (ii) any failure or alleged failure to research the background or suitability of or to monitor or respond to alleged complaints relating to Employees agents servants members of the Insured or any other person
 - (iii) the conduct of any person or persons to whom the Insured has delegated any duties or functions
10. Any claim directly or indirectly caused by arising from in consequence of or in any way involving asbestos

But this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

SECTION CONDITIONS

1. Payments

No benefit shall be paid until the total amount has been ascertained but periodic payments on account of Temporary Disability and medical expenses may be made at the discretion of the Company

2. Claims

- (a) No benefit for Temporary Total Disablement shall be made unless certified by a qualified medical practitioner
- (b) The Company shall be entitled to seek all certificates information and evidence as required and to call for an examination by a qualified medical practitioner appointed by the Company for a non-fatal injury or a post-mortem examination if death occurs

GENERAL EXCLUSIONS - Applicable to all Sections of this Policy

This Policy does not cover

1. Radioactive Contamination

Loss or damage to property or any expense consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

2. War and Terrorism Risks

Any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (a) war invasion acts-of-foreign-enemies hostilities or warlike-operations (whether war be declared or not) civil-war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- (b) any Act of Terrorism

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

This Policy also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing or suppressing or in any way relating to anything contained in (a) and/or (b) above

If the Company allege that by reason of this Exclusion any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured

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

3. Cyber Risk

(a) Applicable to Sections 1, 2 & 3 only

Information Technology Hazards (Risk)

The Company will not indemnify the Insured in respect of any loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

(i) the loss alteration of or damage to

or

(ii) a reduction in the functionality availability or operation of

a computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the Insured or not

But this Exclusion shall not apply to such loss alteration damage or reduction in functionality availability or operation caused by the following

fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake storm flood bursting overflowing discharging or leaking of water tanks oil tanks apparatus or pipes sprinkler leakage or impact by any road vehicle or animal

(b) Applicable to all other Sections

Liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

(i) the loss of alteration of or damage to

or

(ii) a reduction in the functionality availability or operation of

a computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus worm logic bomb or trojan horse

4. Date Recognition

Costs or expenses directly or indirectly caused by consisting of arising from or connected with the failure or inconsistency in performance or function of any equipment whether the property of the Insured or not to

(a) correctly recognise or establish any date as its true calendar date

(b) recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information or command or instruction as a result of failure in date based functionality and/or associated algorithms or rules

(c) recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information as a result of the operation of any command which had been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise capture save retain or to manipulate calculate interpret or process correctly such data or information as a result of failure in date based functionality and/or associated algorithms or rules

GENERAL CONDITIONS - Applicable to all Sections of this Policy

1. Due Observance

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

2. Non-Disclosure

Unless stated elsewhere to the contrary the insurance will be voidable if there has been misrepresentation mis-description or non-disclosure of any material fact

3. Alterations to Risk

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

4. Reasonable Precautions

The Insured shall at all times exercise reasonable care

- (a) to ensure that Property Insured is maintained in a good state of repair and protected from loss or damage
- (b) to comply with all statutory obligations and regulations imposed by any authority
- (c) to protect Employees and other persons from Bodily Injury and avoid loss or damage to property
- (d) in the selection employment hiring retention placement or training of Employees

5. Other Insurances

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

6. Claims Procedure

(a) Applicable to Sub Sections 5A 5B and 5C only

The Insured shall give immediate written notice to the Company on receiving notification of a claim or after becoming aware of any circumstances which might reasonably be expected to result in a claim irrespective of the views of the Insured as to the validity or otherwise of such claim or prospective claim Any claim arising from any such circumstances shall be deemed to have been made in the Period of Insurance in which such notice has been given

(b) Applicable to all other Sections

In the event of an occurrence which may give rise to a claim under this Policy the Insured shall notify the Company in writing as soon as possible

(c) Applicable to all Sections

- (i) In the event of an occurrence which may give rise to a claim for indemnity under this Policy, the Insured shall give immediate notice to the Company. Notifications will be handled in line with the Company's data protection policy. Every letter, claim, summons and process should be notified or forwarded to the Company immediately on receipt.

- (ii) In the event of an occurrence which may give rise to a claim under this Policy the Insured shall
 - (1) if Property Insured is lost or if theft or malicious damage is suspected inform the police immediately and take all reasonable practical steps to recover the property lost
 - (2) immediately send to the Company any communication received from any persons or organisations
 - (3) supply at his / her own expense all reports certificates plans specifications information and assistance reasonably required by the Company
- (iii) No admission repudiation offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company
- (iv) No property may be abandoned to the Company
- (v) The Company shall be entitled if it so desires to take over and conduct in the name of the Insured or any indemnified party the defence or settlement of any claim or to prosecute in the name of the Insured or any indemnified party for its own benefit any claim for indemnity or damages or otherwise The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured or any indemnified party shall give all such information and assistance as the Company may require

7. Cancellation

The Company may cancel this Policy by giving 7 days notice by registered letter to the last known address of the Insured and this Cancellation will be effective from midnight on the seventh day immediately following the date of the registered letter. In which event the Insured shall be entitled to the return of a proportionate part of the premium in respect of the unexpired Period of Insurance subject to the retention by the Company of any minimum premium stated in the Schedule or as advised to the Insured

8. Arbitration

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

9. Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of the Insured or if any damage is caused by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

10. Insurance Act 1936

In accordance with Section 93 of the Insurance Act 1936 it is understood and agreed that all moneys which become or may become due and payable by the Company under this Policy shall be payable and paid in Ireland

IMPORTANT INFORMATION IN RELATION TO YOUR ALLIANZ POLICY

Your insurer

The underwriter of your insurance is Allianz p.l.c., having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4, Companies Registration No. 143108. Vat no 4887986M. Our contact details are: tel: +353 1 6133000, fax: +353 1 6134444, and email: info@allianz.ie.

Regulatory Status

Allianz p.l.c. is regulated by the Central Bank of Ireland and is subject to the Central Bank of Ireland's Consumer Protection Code and Minimum Competency Code which offer protection to consumers. These Codes can be found on the Central Bank's website: www.centralbank.ie.

What we do

Allianz p.l.c. is a non-life insurance undertaking which underwrites personal, commercial, education, religious and social insurance products.

How we charge

The charge for our services is the premium (including applicable government levy). This premium and any optional covers are separately specified in your Schedule/Renewal notice.

Language

Your policy and all communications with you or by you to us will be in English.

Governing law

You and we may choose the law applicable to this contract. It is hereby agreed that this contract is governed by Irish Law unless we agree with you otherwise in writing. The Irish Courts will have jurisdiction to hear any dispute other than any dispute which must be referred to arbitration under the arbitration clause of this policy.

Default

Non-payment of your premium or part thereof or breach by you of certain conditions of your policy may lead to your policy being revoked or cancelled.

Right of Withdrawal

You have the right to withdraw from this policy, provided you have not made a total loss claim, within 14 days of the latest of:

- (1) the starting date of cover, or
- (2) the date on which you receive the full terms and conditions of your Policy.

Withdrawal effectively means that no policy was ever in place, and you may exercise this right by notice in writing to us at the address given above, quoting your policy number. Should you exercise this right we will refund you any part of your premium you have paid less an administration charge as detailed in your schedule. If the cover is motor insurance, the premium cannot be refunded until the Allianz Certificate of Motor Insurance and Insurance Disc have been returned to Allianz. Please note that the right of withdrawal does not apply if the insurance policy under which insurance cover is provided is for less than 1 month.

Policy Alteration, Additional and Return Premiums

Where your policy is altered during any Period of Insurance we will recalculate your premium. This may result in an additional premium due to us or a return premium due to you. A Premium Transaction Charge may be applied to all such alterations, as detailed in your Schedule. We will only charge or refund you provided the total amount, including the Premium Transaction Charge, is greater than or equal to the amount detailed in your Schedule. A Government Levy applies to all premium calculations.

Alteration to terms and conditions

In the event of a claim we may advise you, at the time of your next renewal, of altered policy terms and conditions which increase your premium and/or excess, and/or reduce cover.

Claims

If you need to make a claim, please telephone us on 1890 779 999 or contact us at Allianz plc, Elmpark, Merrion Road, Dublin 4. When you call, please provide your policy number, details of what happened, and the time and date of the incident.

Complaints

We aim to deliver the very highest standards of customer care. If you have any enquiry or complaint, please contact, with your policy/quote number and details: Head of Customer Focus, Allianz plc, Allianz House, Elmpark, Merrion Road, Dublin 4, Tel: +353 1 6133000, email: info@allianz.ie.

If your complaint is not resolved to your satisfaction and you remain dissatisfied with our final response to your complaint you can refer your complaint to:

(1)

The Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Locall: 1890 882090, Tel: +353 1 6620899, Fax: +353 1 6620890, email: enquiries@financialombudsman.ie, website: www.financialombudsman.ie. The Financial Services Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above.

and/or

(2)

Insurance Information Services –

Insurance Ireland, Insurance House, 39 Molesworth Street, Dublin 2, Tel: +353 1 6761820, Fax: +353 1 6761943, email: info@insuranceireland.eu website: www.insuranceireland.eu

If you are a resident of Northern Ireland, you may also refer your complaint to the Financial Ombudsman Service. You must do this within six months of the date of our decision. The contact details are: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Telephone 0800 023 4567, Fax 020 7964 1001 Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk.

Compensation

Please note that in the event of Allianz being unable to pay a claim, you may be entitled to compensation from the Insurance Compensation Fund in Ireland.

Call Recording

Please note that Allianz may record and monitor telephone calls for regulatory, training and quality purposes.



KIDD INSURANCES
KIDD FINANCIAL SERVICES
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Allianz plc is regulated by the Central Bank of Ireland.

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