

Zurich Commercial Liability Insurance Policy document



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The Contract of Insurance

Zurich Commercial Liability Insurance

The Policy, Schedule and any endorsements should be read as if they are one document. The Policy is a contract between **You** and **Us**.

We will insure **You** under those Sections shown in the Schedule during any Period of Insurance for which **We** have accepted **Your** premium provided all the terms and conditions of the Policy are kept.

Other than where expressly provided in this Policy, compliance with all the terms provisions conditions and endorsements of the Policy shall be a condition precedent to **Your** right to recover under this Policy.

For **Your** own protection **You** are recommended to read **Your** Policy and all its conditions to ensure that it is in accordance with **Your** intentions. **We** would draw **Your** attention specifically to the General Exclusions Section of the Policy and the exclusions set out in each Section of the Policy.

We have agreed to provide Policy cover, and have calculated the applicable premium, based on information provided by **You** or on **Your** behalf including but not limited to:

- information provided in any proposal, or otherwise in response to specific questions asked by **Us**;
- information provided and recorded in any Statement of Fact issued to **You**;
- any declarations made by **You** or on **Your** behalf; and/or
- any additional information voluntarily provided.

This is a legal document and should be kept in a safe place.

If **Your** Policy does not meet **Your** needs, please let **Us** or **Your** broker or agent know immediately.

Law Applicable to the Contract

The Insurer with which **Your** contract is concluded is Zurich Insurance Europe AG. Under the relevant European and Irish Legal Provisions, the parties to this contract of insurance are free to choose the law applicable to the contract. This contract is governed by Irish Law.

General Definitions

Certain words in the Policy have special meanings. These meanings are given below or defined at the beginning of the appropriate Section or sub-section. To help **You** identify these words in the Policy **We** have printed them in title case and bold letters throughout.

Business

Shall mean the Business or profession stated in the Schedule and/or Statement of Fact and none other for the purpose of this insurance except as specified below.

The **Business** shall also include:

- (a) the ownership use repair decoration and the maintenance of property and premises owned or occupied by **You** in connection with the **Business** as described in the Schedule and/or Statement of Fact of the Policy
- (b) the provision and management of canteen, social, sports and welfare organisations for the benefit of **Your Employees**
- (c) first aid, fire and ambulance services run by **You** or on **Your** behalf
- (d) private work carried out by **Employees** for any of **Your** directors including duties as a chauffeur provided always that the director is not entitled to indemnity under any other policy
- (e) participation in exhibitions
- (f) the repair or maintenance of vehicles or plant owned or used by **You**.

Continuing Restrictive Condition

Shall mean any condition in this Policy, however expressed, that purports to require **You** to do, or not to do, a particular act or acts, or requires **You** to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

Employee

Shall mean:

- (a) any person under a contract of service or apprenticeship with **You**
- (b) any labour master or labour only subcontractor or persons supplied by any of them
- (c) any self employed person
- (d) any person under a work experience scheme
- (e) any person hired or borrowed by **You**

working for **You** in connection with the **Business**.

We, Us, Our, Insurer

Zurich Insurance Europe AG ('Zurich').

You, Your

Shall mean the person, people, company, firm or other legal entity named as the Insured in the Schedule and/or Statement of Fact.

General Conditions

1. Interpretation

Where the wording of any endorsement attached to the Schedule or subsequently issued by **Us**, conflicts with the printed wording of the Policy document the wording of the endorsement overrides the Policy document.

2. Duty to Comply with Policy Conditions

You must comply with the terms, limitations, exclusions, conditions and endorsements of this Policy so far as they relate to anything to be done or complied with by **You**, to include **You** cooperating with **Us** in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.

Other than where expressly provided in this Policy, **Your** compliance with the terms, limitations, exclusions, conditions and endorsements of this Policy shall be a condition precedent to any liability on **Our** behalf to make any payment under the Policy.

Breach of any period specified in a term or condition of this Policy for notification to **Us** of a claim, or circumstance that may give rise to a claim, or any other matter referenced in the General Claims Conditions Section of this Policy, will entitle **Us** to refuse payment of a claim where **We** have been prejudiced by the breach in question.

3. (1) Pre-Contractual Representations

You acknowledge and accept the following:

- (a) **You** have a legal duty prior to entering into the Policy and/or prior to the renewal of the Policy to provide responses to questions asked by **Us** in relation to the risk(s) to be insured.
- (b) a matter about which **We** ask a specific question is material to the risk undertaken by **Us** or the calculation of the premium by **Us**, or both.
- (c) **You** have a legal duty to answer all questions asked by **Us** honestly and with reasonable care.
- (d) while **We** acknowledge that **You** have no legal duty of voluntary disclosure, **You** shall ensure that information which is voluntarily provided by **You** or on **Your** behalf is provided honestly and with reasonable care.

(2) Remedies for Misrepresentation

- (a) The term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **You** or on **Your** behalf involves a negligent misrepresentation, the remedy available to **Us** shall reflect what **We** would have done had **We** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
 - (i) if **We** would not have entered into the Policy on any terms, **We** may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
 - (ii) if **We** would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if **We** so require;
 - (iii) if **We** would have entered into the Policy, but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on the relevant claim.
- (b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, **We** may either:
 - (i) give **You** notice that in the event of a claim it will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or
 - (ii) terminate the Policy by giving reasonable notice.
- (c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **You** involves a fraudulent misrepresentation, or where **Your** conduct (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, **We** shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

4. Alteration of Risk

You must tell **Us** immediately of any changes to the following provided by **You** to **Us** prior to the commencement or renewal of this Policy:

- (a) the information provided in any Proposal Form or otherwise in response to specific questions asked by **Us**;
- (b) the information provided and recorded in any Statement of Fact issued to **You**;
- (c) the declarations made by **You** or on **Your** behalf; and/or
- (d) any additional information voluntarily provided.

When **You** notify **Us** about a change as above, or if **We** otherwise become aware of any such change, as referenced above, **We** may reassess the premium chargeable and Policy cover more generally.

We may refuse a claim made by **You** where there has been a change in the subject matter of the Policy which results in a new risk which **We** did not agree to cover and which was beyond **Our** and **Your** reasonable contemplation when the Policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

5. Precautions by the Insured

You shall:

- (a) exercise reasonable care in the selection and supervision of **Employees**
- (b) take all reasonable steps
 - (i) to prevent accidents
 - (ii) to comply with all statutory or other obligations and regulations imposed by any competent authority
- (c) maintain the premises, ways, works, machinery, plant, vehicles and any other property used in **Your Business** in sound condition
- (d) as soon as possible after the discovery of any defect or danger make good or such defect or danger and, in the meantime, take any additional precautions as the circumstances may require.

6. Effect of Continuing Restrictive Conditions

In this Policy, any term that imposes a **Continuing Restrictive Condition**, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- (a) **You** breach any such term; and
- (b) during the period of breach, **You** suffer a relevant loss; and
- (c) such breach increased, in the circumstances concerned, the risk of the loss suffered by **You**

We will have no liability for the loss.

7. Premium Adjustment

If any part of the premium is calculated on estimates furnished by **You**, **You** shall:

- (a) keep an accurate record containing all particulars relating to such estimates
- (b) if requested allow **Us** to inspect such record
- (c) within thirty days of the expiry of each period of insurance supply **Us** with a correct declaration of such particulars and information as **We** may require in respect of the preceding period of insurance duly certified by **Your** external auditor or accountant. If the amount so paid shall differ from the amount on which premium has been paid the difference in the premium shall be met by a further proportionate payment to **Us** or by a refund by **Us** as the case may be subject to the retention by **Us** of any minimum premium as stated in the Minimum Premium condition or on the Schedule.

8. Minimum Premium

Following adjustment of the premium **We** shall retain 100% of the premium paid in the relevant period of insurance.

9. Cancellation

- (a) **We** may cancel this Policy or any Section thereof at any time by sending 14 days' notice by registered post to **You** at **Your** last known address and in such event **You** shall become entitled to a return of a proportionate part of the premium (provided the premium has been paid to **Us**) corresponding to the unexpired period of Insurance.
- (b) **You** may cancel **Your** Policy or any Section thereof at any time by giving **Us** notice in writing.

If **You** cancel **Your** Policy within the 'Cooling off Period' (14 working days after the inception or renewal date) **You** will be entitled to a return proportionate part of the premium (provided the premium has been paid to **Us**) corresponding to the unexpired period of insurance. However, **You** will not be entitled to a refund of the premium if **You** have made a claim during the current period of insurance or if **You** cancel **Your** Policy outside the 'Cooling off Period'.

10. Instalment Premium Clause

Where **We** agreed to accept payment by instalments, any default in payment on the due date may result in Policy cover being terminated.

11. Stamp Duty

Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999, as amended.

12. Insurance Act 1936

All monies which become or may become due and payable by **Us** under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

13. Currency

It is understood and agreed that the currency of all premiums, sums insured, indemnities and excesses shown in the Schedule of this Policy or any Renewal Notice or endorsement relating thereto shall be deemed to be Euro.

General Claims Conditions

1. Claims

On the happening of any occurrence which may give rise to a claim or on receiving verbal or written notice of any or on receiving verbal or written notice of any claim by a third party, **You** shall:

- (a) give immediate notice in writing to **Us**.
- (b) forward to **Us** immediately on receipt any letter, claim, writ, summons, or process received in connection with the occurrence.
- (c) give all necessary information and assistance to **Us** to enable it to deal with, settle or resist any claim as **We** may think fit. Such information and assistance shall be given without any delay.
- (d) so far as reasonably practicable ensure that no alteration or repair is made to any machinery, appliance, plant, way or fitting after an accident has occurred until **We** have had an opportunity of carrying out an inspection.

2. Control of Claims

- (a) **You** shall not:
 - (i) except at **Your** own cost take any steps to compromise or settle any claim or admit liability without specific instructions in writing from **Us**.
 - (ii) give any information or assistance to any person claiming against **You** without **Our** consent.
- (b) **We** shall for so long as **We** desire take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which **We** may be liable under the Policy.

3. Fraudulent Claims

If a claim contains information that is false or misleading in any material respect and **You** either know that it is false or misleading or consciously disregard whether it is false or misleading, or a claim is otherwise fraudulent in any respect, (Fraudulent Claim) **We** shall be entitled to:

- (a) refuse to pay the claim; and
- (b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination, **We** shall refuse all liability to **You** under the Policy in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and **We** need not return any of the premiums paid under the Policy.

4. Arbitration

If any dispute shall arise under this Policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **You** and **Us** in accordance with the law at the time. **You** may not take any legal action against **Us** over the dispute before the arbitrator reached a decision. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

5. Death of the Insured

If **You** die **We** will insure **Your** legal personal representative for any liability **You** had previously incurred under the Policy provided that they keep to the terms of the Policy.

6. Other Insurances

If at the time of the claim there is any other policy covering the same occurrences insured by this Policy, **We** will be liable only for **Our** proportionate share of any such claim and costs and expenses in connection therewith.

7. Subrogation

For the purposes of this clause only, the expression "Insured Person" shall mean **You** and any other person entitled to be indemnified under this Policy.

Save as provided below, **We** shall be entitled to take the benefit of any rights of the Insured Person against any other party before or after the Insured Person has received indemnification under this Policy and the Insured Person shall give all assistance as may be reasonably required by **Us**.

This clause applies where **We** have the right to be subrogated to the Insured Person's rights against some other person but the Insured Person has not exercised those rights and might reasonably be expected not to exercise those rights because the Insured Person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010).

Where in the above circumstances the other person is not insured in respect of their liability to the Insured Person, **We** do not have the right to be subrogated to the Insured Person's rights against that other person.

Where the other person is so insured, **We** may not recover from the other person an amount greater than the amount that that person may recover under their insurance policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, **We** will not exercise **Our** right of subrogation against an **Employee** except where the loss was caused by an **Employee** intentionally or recklessly and with knowledge that the loss would probably result.

General Exclusions

1. Nuclear and Radioactive Risks

This Policy does not cover any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

2. Liquidation

This Policy shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued.

3. War and Terrorism

This Policy shall not apply to liability 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; or
- (b) any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other 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 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, suppressing or in any way relating to (a) and/or (b) above.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **You**.

4. Date Recognition

This Policy does not cover legal liability of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the total or partial failure of any computer or other equipment or system for processing, storing, retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether **Your** property or not, and whether occurring before, during or after the year 2000, to do all or any of the following:

- (a) to correctly recognise any date as its true calendar date
- (b) to capture save or retain, and/or to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (c) to capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss or the inability to capture save retain or correctly process such data on or after any date

Note: This Exclusion does not apply to the Employers Liability Section of the Policy, if operative.

5. Cyber

We shall not be liable under this Policy in respect of any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from or in connection with **Your** use of or reliance upon or sale or supply of any computer hardware or related Information Technology or communication system, any computer software, Internet, Intranet, Website or similar facility, system or network and/or any electronic data or related information, other than where such an event results in third party Personal Injury and/or Property Damage.

6. Sanctions

Notwithstanding any other terms of this Policy **We** will be deemed not to provide cover nor will **We** make any payment or provide any service or benefit to **You** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **Yours** would violate any applicable trade or economic sanctions law or regulation.

7. Excess

We will not be liable for the excess (if applicable and stated within the Policy wording or Schedules) in respect of each and every claim under this Policy.

8. Asbestos

The indemnity provided to **You** under this Policy shall not apply to or include any liability directly or indirectly caused by or arising from in consequence of or in any way involving asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives but this exclusion shall not apply to bodily injury 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 damage to material property.

Employers Liability Section

This Section is only operative if stated in the Schedule

Definitions

Bodily Injury

Death, bodily injury, disease or illness.

Territorial Limits

Anywhere within Ireland or whilst temporarily elsewhere in respect of **Employees** under a contract of service or apprenticeship with **You** provided that the contract of service or apprenticeship was entered into in Ireland and the action for damages is brought against **You** in a Court of Law in Ireland, the United Kingdom or any member country of the European Union.

Cover

We will indemnify **You** in respect of all sums which **You** shall become legally liable to pay in respect of any claim for damages by an **Employee** for **Bodily Injury** caused during the period of insurance within the **Territorial Limits** and arising out of and in the course of their employment by **You** in connection with **Your Business**

Our liability for all compensation payable by **You** under this Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Indemnity specified in the Schedule of the Policy

The Limit of Indemnity shall be inclusive of:

- (i) all legal costs and other expenses incurred by any claimant or claimants
- (ii) all legal costs and other expenses incurred in defending any claim or claims
- (iii) solicitors fees incurred with **Our** consent of for representation at any coroner's inquest or Fatal Inquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Policy

Where **We** agree to indemnify more than one party then nothing in the Policy shall increase **Our** liability to pay any amount in excess of the amount stated as the Limit of Indemnity.

Exclusions applicable to the Employers' Liability Section

1. Offshore Installations Exclusion

We will not indemnify **You** in respect of any claim(s) for damages for **Bodily Injury** caused during any period of insurance and sustained by any **Employee**:

- (a) on any offshore installation or support or accommodation vessel for any offshore installation
- or
- (b) in transit to or from or between any offshore installation or support or accommodation vessel for any offshore installation.

2. Road Traffic Act Liability Exclusion

This Section shall not apply to liability for which compulsory insurance or security is required by any road traffic legislation.

Conditions applicable to the Employers' Liability Section

1. Discharge of Liability

We may discharge **Our** liability to **You** in respect of any claim by paying to **You** or on **Your** behalf the maximum amount payable in respect of any one claim against **You** or by **You** or a series of claims against **You** or by **You** arising out of one cause and not exceeding the Limit of Indemnity as stated in the Schedule.

If **We** opt to discharge **Our** liability in this way and have made previous payments in respect of the claim against **You** or by **You** or series of claims against **You** or by **You** arising out of one cause **We** will pay the balance of the maximum amount to **You** or on **Your** behalf.

Extensions applicable to the Employers' Liability Section

1. Indemnity to Directors and Employees

In the event of any claim which **You** would be entitled to receive cover for under this Section being brought or made against:

- (a) any **Employee**
- (b) any director, partner or executive
- (c) any officer, member or committee of **Your**:
 - (i) first aid or medical services but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given
 - (ii) canteen, social, sports or welfare organisations
 - (iii) fire and ambulance services

We will cover that person at **Your** request against that claim and/or any costs, charges and expenses in respect of it provided that:

- (i) **We** shall not be liable under this extension unless **We** have the sole conduct and control of all claims
- (ii) that person is not entitled to indemnity under any other policy
- (iii) that person will keep to and be subject to the terms and conditions of this Policy as though they were **You**
- (iv) this extension will not increase the Limit of Indemnity beyond that stated in the Schedule.

2. Indemnity to Principal

Where any contract or agreement entered into by **You** with any Public Authority, Company, Firm or Person (hereinafter called the Principal) so requires **We** will:

- (a) indemnify **You** against liability arising in connection with and assumed by **You** by virtue of such contract or agreement or
- (b) indemnify the Principal in like manner to **You** in respect of the Principal's liability arising from the performance of such contract or agreement

but only so far as concerns liability as described in this Section to **Your Employee** provided always that:

- (i) **We** shall not be liable under this extension unless **We** have the sole conduct and control of all claims
- (ii) the Principal, shall as though they were **You**, observe, fulfil and be subject to the terms and conditions of this Policy in so far as they can apply
- (iii) this extension will not increase the Limit of Indemnity beyond that stated in the Schedule.

3. Wrongful Arrest

The definition of **Bodily Injury** is extended to include wrongful arrest, detention, imprisonment or eviction of any **Employee** by **You** up to a maximum Limit of Indemnity of €20,000 any one incident and €100,000 in the aggregate in any period of insurance. The Limit of Indemnity shall be inclusive of all costs and expenses.

4. Private Work

This Section is extended to indemnify **You** or any of **Your** directors, partners, executives or **Employees** in respect of private work undertaken by **Your Employees** for such director, partner or executive

Provided that:

- (a) such work is undertaken with **Your** prior consent
- (b) such work is not undertaken in connection with any trade or business
- (c) this extension shall not apply to liability more specifically insured under any other insurance
- (d) any person indemnified under this extension shall as though they were **You** observe fulfil and be subject to the terms limitations and conditions of the Policy
- (e) **We** shall not be liable under this extension unless have the sole conduct and control of all claims.

Public Liability Section

This Section is only operative if stated in the Schedule

Definitions

Bodily Injury

Death, bodily injury, disease or illness.

Products

Any commodities or goods whether as a unit or part thereof or a thing in whole or in part (including packaging, containers and labels) sold, supplied, manufactured, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **You** or on **Your** behalf or any structure constructed, erected or installed or contract work executed by **You** or on **Your** behalf in the course of the **Business**.

Territorial Limits

Anywhere within the limits of Ireland, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and including non-manual work carried out during temporary visits elsewhere in connection with the **Business** by directors and **Employees** normally resident in and travelling from Ireland, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Cover

We will indemnify **You** in respect of **Your** legal liability for:

- (a) accidental **Bodily Injury**
- (b) accidental loss of or accidental damage to material property including consequential loss arising directly therefrom
- (c) accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian road, rail, air or waterborne traffic

occurring during the period of insurance within the **Territorial Limits** in connection with the **Business**

Our liability for all compensation payable by **You** under this Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Indemnity specified in the Schedule of the Policy.

Where **We** agree to indemnify more than one party then nothing in the Policy shall increase **Our** liability to pay any amount in excess of the amount stated as the Limit of Indemnity.

Exclusions applicable to the Public Liability Section

We will not indemnify **You** in respect of any liability:

1. Motor Exclusion

arising directly or indirectly from the ownership or possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle or mobile plant:

- (a) which is licensed for road use
- or
- (b) for which compulsory motor insurance or security is required
- or
- (c) which is more specifically Insured

Provided always that this exclusion shall not apply in respect of:

- (i) liability not more specifically Insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
- (ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- (iii) the unauthorised movement on **Your** premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required

2. Vessels and Craft Exclusion

arising directly or indirectly from the ownership or possession or use by **You** or on **Your** behalf of craft designed to travel through air or space, hovercraft or watercraft other than non-mechanically powered craft used on inland waterways

3. Trailers Exclusion

arising directly or indirectly from the ownership or possession or use by **You** or on **Your** behalf of vehicle trailers whether attached or not attached to a vehicle while in use in a place for which compulsory insurance is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act

4. **Products No Longer in Your Custody or Control Exclusion**

arising directly or indirectly from **Products** after they have ceased to be in **Your** custody or control other than food or beverages supplied by **You** in connection with the **Business** for consumption at any premises where **You** are carrying on the **Business** within the **Territorial Limits**

5. **Property Being Worked On Exclusion**

for loss of or damage to that part of any property upon which **You** or any servant or agent of **Yours** is or has been working where the loss or damage is the direct result of such work

6. **Property in Your Custody or Control Exclusion**

for loss of or damage to property belonging to **You** or held in trust by or borrowed, rented, leased or hired for use by **You** but this exclusion shall not apply to:

- (a) the personal effects (including vehicles and their contents) of directors, **Employees** and visitors for which **You** are legally responsible
- (b) buildings or their contents temporarily occupied by **You** for the purpose of carrying out work therein or thereon
- (c) premises (or fixtures and fittings therein) hired, rented, leased or lent to **You** other than damage if liability is assumed by **You** under a tenancy or other agreement and would not have attached in the absence of such agreement

7. **Subsidence/Collapse Exclusion**

for damage to property or land or building or loss caused directly or indirectly by

- (a) subsidence
or
- (b) collapse
or
- (c) removal or weakening of support

8. **Liquidated or Punitive Damages or Fines Exclusion**

in respect of liquidated damages, fines, penalties, aggravated exemplary or punitive damages

9. **Contractual Liability Exclusion**

which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

10. **Professional Advice Exclusion**

arising directly or indirectly out of advice, designs or specifications provided by **You** for a fee or in circumstances where a fee would normally be charged

11. **Employees Exclusion**

for **Bodily Injury** sustained by any **Employee** whilst working for **You** in connection with the **Business** where such **Bodily Injury** arises out of and in the course of the employment

12. **Pollution and Contamination Exclusion**

in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

Our liability for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the period of insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule of this Section of the Policy

Provided always that **Our** total liability to pay compensation shall not exceed the Limit of Indemnity stated in the Schedule of this Section of the Policy

For the purposes of this condition "Pollution or Contamination" shall be deemed to mean:

- 1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- 2. all loss or damage or **Bodily Injury** directly or indirectly caused by such Pollution or Contamination

13. **Treatment Exclusion**

arising out of treatment or the dispensing of medicines or drugs.

Conditions applicable to the Public Liability Section

1. **Discharge of Liability**

We may at any time pay any Limit of Indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of costs and expenses incurred with **Our** written consent prior to the date of such payment.

Extensions applicable to the Public Liability Section

1. Legal Costs

In addition to the indemnity provided by this Section **We** will indemnify **You** in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by **Us** or with **Our** consent.

2. Additional Benefit

We will pay the costs incurred with **Our** consent for:

- (a) representation at any coroner's inquest or Fatal Inquiry in respect of any death
- (b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Section.

3. Indemnity to Directors and Employees

In the event of any claim which **You** would be entitled to receive cover for under this Section being brought or made against:

- (a) any **Employee**
- (b) any director, partner or executive
- (c) any **Employee** acting as a member of **Your** first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given
- (d) any officer or member of **Your** canteen, social, sports or welfare organisations

We will cover that person at **Your** request against that claim and/or any costs, charges and expenses in respect of it

Provided that:

- (i) **We** shall not be liable under this extension unless **We** have the sole conduct and control of all claims
- (ii) that person is not entitled to indemnity under any other policy
- (iii) that person will keep to and be subject to the terms and conditions of this policy as though they were **You**
- (iv) this extension will not increase the Limit of Indemnity beyond that stated in the Schedule.

4. Indemnity to Principal

In the event of any claim in respect of which **You** would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal **We** will at **Your** request indemnify the said Public or Local Authority or other Principal against such claim and/or any costs charges and expenses in respect thereof

Provided always that **We** shall not be liable under this extension unless **We** have the sole conduct and control of all claims.

5. Cross Liabilities

Where this Policy is issued in the joint names of more than one party **We** will cover each party as though a separate Policy had been issued to each of them provided that the total amount **We** will pay to all such parties will not exceed the amount payable if they comprised only one party and in any event will not exceed the Limit of Indemnity stated in the Schedule.

6. Personal Liability

At **Your** request cover will apply in respect of the personal liability of any:

- (a) director, partner or **Employee**
- (b) the family of that director, partner or **Employee** while accompanying that person during temporary visits anywhere in the world for the purpose of the **Business**.

Provided that:

- (i) this will not apply to liability more specifically insured under any other insurance
- (ii) the persons listed above with the terms and conditions of this Policy.

Excluding any liability:

- 1. arising from any contract or agreement which imposes a liability that **You** would not otherwise have been under
- 2. arising from the ownership or occupation of land or buildings
- 3. arising from the carrying out of any trade or profession
- 4. arising from the ownership, possession or use of:
 - (a) firearms excluding sporting guns
 - (b) mechanically propelled vehicles
 - (c) craft designed to travel through air or space
 - (d) hovercraft and watercraft
 - (e) animals of dangerous species as stipulated by the Control of Dogs Act, 1986 and S.I. No. 123/1991 – Control of Dogs (Restriction of Certain Dogs) Regulations, 1991 (or any amendment or replacement thereof).

5. arising from damage to property owned by or held in trust by:
 - (a) **You**
 - (b) any director, business partner or **Employee**
 - (c) the family of any director, partner or **Employee** while accompanying these people during temporary visits anywhere in the world for the purpose of the **Business**
6. for accidental **Bodily Injury** sustained by:
 - (a) **You**
 - (b) any director, partner or **Employee**
 - (c) the family of any director, partner or **Employee** while accompanying those people during temporary visits anywhere in the world in the **Business**.

7. Wrongful Arrest

The definition of **Bodily Injury** is extended to include wrongful arrest, detention, imprisonment or eviction of any person (other than any **Employee**) by **You** up to a maximum Limit of Indemnity of €20,000 any one incident and €100,000 in the aggregate in any period of insurance. The Limit of Indemnity shall be inclusive of all costs and expenses.

8. Private Work

This Section is extended to indemnify **You** or any of **Your** directors, partners, executives or **Employees** in respect of private work undertaken by **Your Employees** for such directors, partners or executives

Provided that:

- (a) such work is undertaken with **Your** prior consent
- (b) such work is not undertaken in connection with any trade or business
- (c) this extension shall not apply to liability more specifically insured under any other insurance
- (d) any person indemnified under this extension shall as though they were **You** observe fulfil and be subject to the terms limitations and conditions of the Policy
- (e) **We** shall not be liable under this extension unless **We** have the sole conduct and control of all claims.

Products Liability Section

This Section is only operative if stated in the Schedule

Definitions

Bodily Injury

Death, bodily injury, disease or illness.

Products

Any commodities or goods whether as a unit or part thereof or a thing in whole or in part (including packaging, containers and labels) sold, supplied, manufactured, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **You** or on **Your** behalf or any structure constructed, erected or installed or contract work executed by **You** or on **Your** behalf in the course of the **Business**.

Territorial Limits

Anywhere in the world in respect of **Products** supplied in or from Ireland, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man provided always that the action for damages is brought against **You** in a Court of Law in Ireland, the United Kingdom or any member country of the European Union.

Cover

We will indemnify **You** in respect of **Your** legal liability for:

- (a) accidental **Bodily Injury**
- (b) accidental loss of or accidental damage to material property including consequential loss arising directly therefrom occurring during the period of insurance within the **Territorial Limits** in connection with the **Business** and caused by **Products**

Our liability for all compensation payable by **You** under this Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Indemnity specified in the Schedule of the Policy

Where **We** agree to indemnify more than one party then nothing in the Policy shall increase **Our** liability to pay any amount in excess of the amount stated as the Limit of Indemnity.

Exclusions applicable to the Products Liability Section

We will not indemnify **You** in respect of any liability:

1. Product Exclusion

caused by or arising from:

- (a) replacing, reinstating, rectifying, repairing, or recalling any **Products**
- (b) guaranteeing the performance of any **Products**

2. Aircraft Products Exclusion

arising from any **Products** which at the time of the contract of sale or supply are knowingly sold or supplied for use in any aircraft spacecraft hovercraft watercraft or mechanically propelled vehicle

3. Exports to USA or Canada Exclusion

arising from any **Products** exported to the United States of America or Canada

4. Products in Your Custody or Control Exclusion

arising from any **Products** in **Your** custody or control

5. Liquidated or Punitive Damages or Fines Exclusion

in respect of liquidated damages, fines, penalties, aggravated exemplary or punitive damages

6. Contractual Liability Exclusion

which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

7. Professional Advice Exclusion

arising directly or indirectly out of advice, designs or specifications provided by **You** for a fee or in circumstances where a fee would normally be charged

8. Employee Exclusion

for **Bodily Injury** sustained by any **Employee** whilst working for **You** in connection with the **Business** where such **Bodily Injury** arises out of and in the course of the employment

9. Pollution or Contamination Exclusion

in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

Our liability for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the period of insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule of this Section of the Policy

Provided always that **Our** total liability to pay compensation shall not exceed the Limit of Indemnity stated in the Schedule of this Section of the Policy

For the purposes of this memorandum "Pollution or Contamination" shall be deemed to mean:

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
2. all loss or damage or **Bodily Injury** directly or indirectly caused by such Pollution or Contamination.

Conditions applicable to the Products Liability Section

1. Discharge of Liability

We may at any time pay any Limit of Indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of costs and expenses incurred with **Our** written consent prior to the date of such payment.

Extensions applicable to the Products Liability Section

1. Legal Costs

In addition to the indemnity provided by this Section **We** will indemnify **You** in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by **Us** or with **Our** consent.

2. Additional Benefit

We will pay the costs incurred with **Our** consent for:

- (a) representation at any coroner's inquest or Fatal Inquiry in respect of any death
- (b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Section.

3. Indemnity to Principal

In the event of any claim in respect of which **You** would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal **We** will at **Your** request indemnify the said Public or Local Authority or Principal against such claim and/or any costs charges and expenses in respect thereof

Provided always that **We** shall not be liable under this extension unless **We** have the sole conduct and control of all claims.

4. Cross Liabilities

Where this Policy is issued in the joint names of more than one party **We** will cover each party as though a separate Policy had been issued to each of them provided that the total amount **We** will pay to all such parties will not exceed the amount payable if they comprised only one party and in any event will not exceed the Limit of Indemnity stated in the Schedule.

Extensions Applicable to All Sections of the Policy

1. Safety Health and Welfare at Work Legislation

The Policy subject to its terms and limitations extends to indemnify **You** or any of **Your** directors or **Employees** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with **Our** consent to act for or on behalf of **You** or any director or **Employee** in their defence against a criminal charge for a breach or an alleged breach of the Safety Health and Welfare at Work Act 2005 (or any amendment or replacement thereof) committed or alleged to have been committed during the period of insurance including costs of prosecution awarded against such director or **Employee** or **You** arising from such proceedings

Provided always that:

- (a) This extension shall apply only to proceedings brought in a Court of Law in Ireland
- (b) **We** will be under no liability:
 - (i) where **You** or any director or **Employee** is insured by any other policy
 - (ii) where the criminal charge is in respect of any deliberate or intentional criminal act by **You** or any director or **Employee**
 - (iii) in respect of legal fees and expenses which **You** or any director or **Employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or **Employee**
 - (iv) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices
 - (v) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined
- (c) **You** or any director or **Employee** shall give to **Us** immediate notice of any summons or other process served upon **You** or any director or **Employee** and of any event that may give rise to proceedings against **You** or any director or **Employee**.

Complaints Procedure

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that you have cause for complaint, either in relation to your Policy or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your Policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your Policy.
- If the matter remains unresolved to your satisfaction you can contact Zurich at (01) 6670666 or alternatively you can write to the Customer Service Co-ordinator at Zurich Insurance Europe AG, PO Box 78, Wexford, or by email to customercare@zurich.ie.
- If the complaint is still not resolved to your satisfaction, you can write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:
 - (i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: info@fspo.ie. Website: www.fspo.ie.
 - (ii) The Central Bank of Ireland, P.O. Box 559, Dublin 1. Telephone: 0818 681 681 or (01) 224 5800.
 - (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

Your right to take legal action is not affected by following any of the above procedures.

Data Protection

Zurich Insurance Europe AG ('Zurich', 'we', 'our', 'us') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this section, 'you' or 'your' shall mean, you, the policyholder, or any other person entitled to indemnity under this policy of insurance.

About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, we will collect, store and process personal data about you. The purpose of this section is to give you some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at www.zurich.ie/privacy-policy.

The Data we collect

Where appropriate, we may collect the following personal data ('Data') from and/or about you:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. We may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs (for example, if you are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that you have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see our Privacy Policy at www.zurich.ie/privacy-policy.

We require this Data in order to manage and administer our relationship with you, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil our contract with you/comply with our legal obligations.

Note: If you provide us with Data relating to another person you must first: (a) inform that person about the content of our Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

Data collected from third parties

We may collect Data from third parties if you engage with us through a third party, for example through a broker or, in the case of a group scheme, through your employer. We may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

What we do with your Data

We may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil our contract with you and comply with our legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about you with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check your details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
 - the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see www.inslink.ie)
 - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
 - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
 - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
 - the Companies Registration Office

The above list is not intended to be exhaustive (please see our Privacy Policy for more information).

In addition, we may check the Data you have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our legitimate business interests and/or the legitimate interests of others.

Sharing of Data

We may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom we work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist us in carrying out business activities which are in our legitimate business interests and where such interests are not overridden by your interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, we ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for you.
- In order to comply with our legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

For further information regarding the third parties that we may share Data with, please see our Privacy Policy at www.zurich.ie/privacy-policy.

In addition, information about claims (whether by our customers or third-parties) is collected by us when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation you have a right to know what information about you and your previous claims is held on InsuranceLink. If you wish to exercise this right then please contact us at the address below.

Finally, where you have consented to our doing so, we may share information that you provide to companies within the Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

Data Retention

The time periods for which we retain your Data depend on the purposes for which we use it. We will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at www.zurich.ie/privacy-policy.

Automated Decision Making and Profiling

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with you (e.g. your policy of insurance);
2. Based on your explicit consent – which you may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where we base a decision on solely automated decision-making, you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

Data subject rights

You have the following rights in relation to your Data which is held by us:

1. To ask for details of your Data held by us.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of your Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of your rights in this regard a request must be submitted in writing to our Data Protection Officer (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before we can process your request.

Privacy Policy

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information you need to understand how your Data is used by us and should be reviewed in conjunction with our Privacy Policy which is available online at www.zurich.ie/privacy-policy.

If you have any questions about your Data, you can contact our Data Protection Officer, using the contact details below.

- **Zurich Customer Services on 053 915 7775**
- **dataprotectionofficer@zurich.ie**
- **Data Protection Officer, Zurich Insurance Europe AG, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.**

Zurich Insurance Europe AG

PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666

Fax: 01 667 0644 Website: www.zurich.ie

Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for conduct of business rules.

Zurich Insurance Europe AG is registered in Frankfurt, Germany (registration number 133359) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

Registered in Ireland as a branch (registration number 910127) with registered branch office at Zurich House, Frascati Road, Blackrock, Co. Dublin, A94X9Y3.