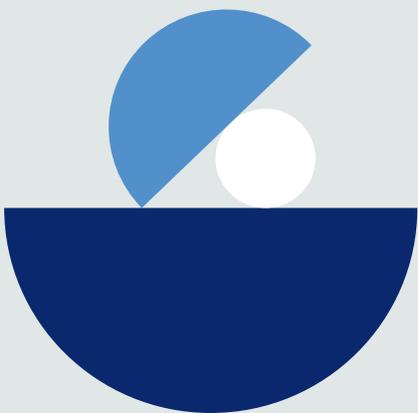




# Marine Cargo Insurance

Policy Document



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# The Contract of Insurance

## Marine Cargo Insurance Policy

Zurich Insurance Europe AG (The Insurer) having accepted the first or any renewal premium for this Policy agrees subject to the terms and conditions herein to indemnify the Assured named in the Schedule, if any of the within mentioned contingencies occurs during the period of insurance stated in the Schedule or during any subsequent period for which the Insurer shall have accepted the premium required for renewal of the Policy.

Compliance with all the terms, provisions, conditions and endorsements of the Policy shall be a condition precedent to the right of the Assured to recover under this Policy.

The proposal and declaration signed by the Assured and particulars in writing submitted by or on behalf of the Assured or the Insurer shall be the basis of the contract and be held to be incorporated herein.

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.

# Institute Cargo Clauses (A)

## Risks Covered

### 1. Risks Clause

This insurance covers all risks of loss of or damage to the subject matter insured except as provided in Clauses 4, 5, 6 and 7 below.

### 2. General Average Clause

This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6, and 7 or elsewhere in this insurance.

### 3. "Both to Blame Collision" Clause

This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

## Exclusions

### 4. General Exclusions Clause

In no case shall this insurance cover

- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
- 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject matter insured
- 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 4.4 loss damage or expenses caused by inherent vice or nature of the subject matter insured
- 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 4.6 loss damage or expense arising from solvency or financial default of the owners, managers, charterers or operators of the vessel
- 4.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### 5. Unseaworthiness and Unfitness Exclusion Clause

5.1 In no case shall this insurance cover loss damage or expense arising from

unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject matter insured,

where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject matter insured is loaded therein

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness

### 6. War Exclusion Clause

In no case shall this insurance cover loss damage or expense caused by

- 6.1 war civil war revolution rebellion insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 6.2 capture, seizure, arrest, restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
- 6.3 derelict mines, torpedoes, bombs or other derelict weapons of war

## **7. Strikes Exclusion Clause**

In no case shall this insurance cover loss, damage or expense

- 7.1** caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2** resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.3** caused by any terrorist or any person acting from a political motive

## Duration

### **8. Transit Clause**

**8.1** This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

**8.1.1** on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

**8.1.2** on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

**8.1.2.1** for storage other than in the ordinary course of transit or

**8.1.2.2** for allocation or distribution

or

**8.1.3** on the expiry of 60 days after completion of discharge overseaside of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.

**8.2** If, after discharge overseaside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

**8.3** This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured any deviation forced discharge reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

### **9. Termination of Contract of Carriage Clause**

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

**9.1** until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

**9.2** if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

### **10. Change of Voyage Clause**

Where after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

## Claims

### **11. Insurable Interest Clause**

**11.1** In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of the loss.

**11.2** Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period of this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

**12. Forwarding Charges Clause**

Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

**13. Constructive Total Loss Clause**

No claim for Constructive Total Loss shall be recoverable hereunder unless the subject matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject matter to the destination to which it is insured would exceed its value on arrival.

**14. Increased Value Clause**

**14.1** If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances

**14.2 Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

## Benefit of Insurance

**15. Not to Inure Clause**

This insurance shall not inure to the benefit of the carrier or other bailee.

## Minimising Losses

**16. Duty of Assured Clause**

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

**16.1** to take such measures as may be reasonable for the purpose of averting or minimising such loss,

**and**

**16.2** to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

**17. Waiver Clause**

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

## Avoidance of Delay

**18. Reasonable Despatch Clause**

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

## Law And Practice

### 19. Law and Practice Clause

This insurance is subject to Irish law and practice

#### Note

*It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

## Institute Strikes Clauses (Cargo)

### Risks Covered

#### 1. Risks Clause

This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject matter insured caused by

- 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 1.2 any terrorist or any person acting from a political motive.

#### 2. General Average Clause

This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

### Exclusions

#### 3. General Exclusion Clause

In no case shall this insurance cover

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject matter insured
- 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 3.8 any claim based upon loss of or frustration of the voyage or adventure
- 3.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strike arising therefrom or any hostile act by or against a belligerent power

#### 4. Unseaworthiness and Unfitness Exclusion Clause

4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or liftvan for the safe

carriage of the subject matter insured,

where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject matter insured is loaded therein.

- 4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

## Duration

### 5. Transit Clause

5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

5.1.2.1 for storage other than in the ordinary course of transit or

5.1.2.2 for allocation or distribution

or

5.1.3 on the expiry of 60 days after completion of discharge overseaside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

5.2 If, after discharge overseaside from the overseas vessel at the final port of discharge, but prior to termination of this insurance the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured any deviation forced discharge reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

### 6. Termination of Contract of Carriage

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above then this insurance shall also terminate unless prompt notice is given to the Underwriters, and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

### 7. Change of Voyage Clause

Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

## Claims

### 8. Insurable Interest Clause

8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of the loss.

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

**9. Increased Value Clause**

**9.1** If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, an liability under this insurance shall be such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

**9.2** Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

## Benefit of Insurance

**10. Not to Inure Clause**

This insurance shall not inure to the benefit of the carrier or other bailee.

## Minimising Losses

**11. Duty of Assured Clause**

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

**11.1** to take such measures as may be reasonable for the purpose of averting or minimising such loss,

and

**11.2** to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

**12. Waiver Clause**

Measures taken by the Assured or the Underwriters with the object of saving protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

## Avoidance of Delay

**13. Reasonable Despatch Clause**

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

## Law And Practice

**14. Law and Practice Clause**

This insurance is subject to Irish law and practice.

**Note**

*It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

## Institute War Clauses (Cargo)

### Risks Covered

**1. Risks Clause**

This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject matter insured caused by

- 1.1 War civil war revolution rebellion insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture, seizure, arrest, restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
- 1.3 derelict mines, torpedoes, bombs or other derelict weapons of war

**2. General Average Clause**

This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

## Exclusions

**3. General Exclusions Clause**

In no case shall this insurance cover

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 3.4 loss damage or expenses caused by inherent vice or nature of the subject matter insured
- 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 loss damage or expense arising from solvency or financial default of the owners, managers, charterers or operators of the vessel
- 3.7 any claim based upon loss of or frustration of the voyage or adventure
- 3.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

**4. Unseaworthiness and Unfitness Exclusion Clause**

- 4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject matter insured is loaded therein
- 4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject- matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness

## Duration

- 5. 5.1 This insurance
  - 5.1.1 attaches only as the subject matter insured and as to any part is loaded on an oversea vessel
  - and
  - 5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge
  - or
  - on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur;
  - nevertheless,
  - subject to prompt notice to the Underwriters and to an additional premium, such insurance

**5.1.3** reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom,

and

**5.1.4** terminates subject to 5.2 and 5.3 below either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge

or

on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,

whichever shall first occur.

**5.2** If during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the subject matter insured for on-carriage by overseas vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place but thereafter reattaches as the subject matter insured and as to any part as that part is loaded on an on-carrying overseas vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

**5.2.1** where the on-carriage is by overseas vessel this insurance continues subject to the terms of these clauses.

**5.2.2** where the on-carriage is by aircraft the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to on-carriage by air.

**5.3** If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject matter insured, is subsequently reshipped to the original or any other destination, then provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches

**5.3.1** in the case of the subject matter insured having been discharged, as the subject matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;

**5.3.2** in the case of the subject matter not having been discharged, when the vessel sails from such deemed final port of discharge;

thereafter such insurance terminates in accordance with 5.1.4.

**5.4** The insurance against the risk of mines and derelict torpedoes, floating or submerged, is extended whilst the subject matter insured or any part thereof is on craft whilst in transit to or from the overseas vessel but in no case beyond the expiry of 60 days after discharge from the overseas vessel unless otherwise specially agreed by the Underwriters.

**5.5** Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

(For the purpose of Clause 5

“arrival” shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge.

“overseas vessel” shall be deemed to mean a vessel carrying the subject matter from one port or place to another where such voyage involves a sea passage by that vessel)

## **6. Change of Voyage Clause**

Where after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

## **7. Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.**

## Claims

### 8. Insurable Interest Clause

**8.1** In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of the loss.

**8.2** Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period of this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

### 9. Increased Value Clause

**9.1** If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances

#### **9.2 Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

## Benefit of Insurance

### 10. Not to Inure Clause

This insurance shall not inure to the benefit of the carrier or other bailee.

## Minimising Losses

### 11. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

**11.1** to take such measures as may be reasonable for the purpose of averting or minimising such loss,

and

**11.2** to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### 12. Waiver Clause

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

## Avoidance of Delay

### 13. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

## Law And Practice

### 14. Law And Practice

This insurance is subject to Irish law and practice

#### **Note**

It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

# Institute Classification Clause

## Qualifying Vessels

1. This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:

- 1.1 a Member or Associate member of the International Association of Classification Societies (IACS)\*, or
- 1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. **Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.**

## Age Limitation

2. Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions **subject to additional premium to be agreed.**

Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they:

- 2.1 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or
- 2.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

## Craft Clause

3. The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

## National Flag Society

4. A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

## Prompt Notice

5. Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.

## Law And Practice

6. This insurance is subject to Irish law and practice.

*\* For a current list of IACS Members and Associate Members please refer to the IACS website at [www.iacs.org.uk](http://www.iacs.org.uk)*

# Special Clauses or Conditions

Applicable to this insurance if identified in Policy Schedule.

## 1. Institute Replacement Clause

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of the Company exceed the insured value of the complete machine.

## 2. Duty Insurance

On increased value of cargo by reason of payment of duty at the port or place of destination. Subject to the same clauses and conditions in the insurance on cargo and to pay the same percentage of loss (excluding charges and expenses) as may be paid thereon, but excluding claims in respect of:

Total loss of whole or part of the cargo prior to the duty becoming payable.

General Average, Salvage and/or Salvage Charges arising from any casualty occurring prior to the duty becoming payable.

In ascertaining the amount of claim recoverable hereunder, credit shall be given for any rebate or refund of duty which may become allowable.

**3. Malicious Damage Clause (For use with Institute Cargo Clauses (B) and (C))**

In consideration of an additional premium, it is hereby agreed that Clause 4.7 of the Institute Cargo Clauses is deemed to be deleted and further that this insurance covers loss of or damage to the subject matter insured caused by malicious acts, vandalism or sabotage subject always to the other exclusions contained in this insurance.

**4. G.A. in full**

General Average and Salvage Charges payable in full irrespective of insured and contributory value.

**5. Containers on Deck**

Container Trailer Shipments covered whether shipped above or below deck.

**6. Labels Clause**

Warranted free from any claim in consequence of labels being washed off or damaged but to pay the cost of relabelling if the damage to, or loss of, labels is caused by a peril insured against.

**7. Extension of Cover Clause**

If the ordinary course of transit from ship to destination takes more than 60 days (30 days air) or is in any way interrupted within the control or knowledge of the Assured the insurance shall terminate unless prompt notice is given to the Company or their agents for extension of cover and such extension, if agreed, shall be subject to an additional premium.

**8. Special Replacement Clause Applicable to Secondhand Machinery**

In the event of claim for loss or damage to any part of the Insured Interest in consequence of a peril covered by the Policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the Insured Value bears to the value of a similar machine in new condition plus additional charges for forwarding and refitting the new part or parts if incurred.

**9. Household Goods and Personal Effects Clause**

This cover excludes: loss of or damage to cameras, field and other glasses, jewellery, watches, personal ornaments, precious stones, furs, deeds, bonds, stamps and money.

**Conditions**

All Risks as per Institute Cargo Clauses (A)

Subject to Average

Subject to Pair and Set Conditions:

i.e. In the event of a loss of or damage to one or more of the articles constituting part of a set, the insurer shall only be liable for the cost of replacing such article and/or articles and not the whole set.

Each and every claim is subject to an excess as specified in the Schedule.

Warranted breakables and Antiques do not exceed 20% of the total sum insured.

Warranted inventory to be supplied in the event of a claim.

**10. Rust Oxidisation and Discolouration Clause**

The Policy excludes rust, oxidisation, discolouration and mechanical/electrical derangement unless caused by a Peril insured against.

**11. Average Clause**

This Policy is subject to the condition of average – that is to say, if the property insured by this insurance shall at the time of any loss be of greater value than the sum insured hereby, the Assured shall only be entitled to recover hereunder such proportion of the said loss as the sum insured by this Policy bears to the total value of the said property.

**12. Inclusive Rates Clause**

All rates are inclusive of the current war and strikes scale rate ruling at the date of sailing but subject to adjustment upwards in accordance with increases in the scale rates.

**13. Cuttings Clause**

In the event of a claim for damage or breakage, the Insurer will only be liable for the broken or damaged part of each piece, provided the damage be such that it is practicable to use the sound portion or portions for the purpose for which they were originally intended.

**14. Scratching and Chipping and/or Denting**

This Policy specifically excludes loss of or damage to the insured interest as a result of scratching, chipping and/or denting, howsoever caused.

## Date Recognition Exclusion Clause

This Policy does not cover

Loss Damage Consequential Loss or 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 the property of the **Assured** or not and whether occurring before during or after the year 2000 to do all or any of the following

- (1) to correctly recognise any date as its true calendar date
- (2) 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
- (3) 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

## Institute Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expenses directly or indirectly caused by or contributed to by or arising from
  - (a) Ionising radiations from 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 of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Attention is drawn to the following exclusion forming part of the policy wording:

## Overnight Warranty

Loss or damage to goods or merchandise from vehicles or trailers or containers when left unattended whilst in the actual care and custody of the Assured is not covered unless,

- (A) Such vehicle or trailer or container is garaged in a building or parked in a fully enclosed yard, which is securely locked and under constant surveillance and
- (B) Such vehicle or trailer or container has all the openings closed and securely locked and all keys removed, so far as local fire regulations permit.

Nevertheless between 0600 hours and 2100 hours only where the Assured is unable to comply with the requirements of (A) and (B) above, loss or damage to goods etc. from the vehicle or trailer or container is covered unless consequent upon the failure of the Assured to take all reasonable safety and security precautions.

## Institute Standard Conditions For Cargo Contracts

1. This contract is to insured the subject matter specified for the transits and on the conditions named shipped by or for account of the Assured named in the Policy Schedule or the insurance of which is under their control as selling or purchasing agent unless insured elsewhere prior to inception of this contract or to insurable interest being acquired.

This contract does not cover the interest of any other person, but this shall not prevent a transfer of the insurance by the Assured or Assignee.

2. It is a condition of this contract that the Assured is bound to declare hereunder every consignment without exception, the Company being bound to accept up to but not exceeding the amount specified in clause 3 below.
3. **3.1** This contract is for an open amount but the amount declarable may not exceed the sum specified in the Policy Schedule in respect of any one vessel, aircraft or conveyance.

- 3.2** Should this contract be expressed in the form of a floating Policy, the total amount declarable hereunder may not exceed the amount specified in the Policy Schedule subject always to the provisions of clause 3.1 above.
4. Notwithstanding anything to the contrary contained in this contract the Company's liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum specified in the Policy Schedule.
  5. In the event of loss accident or arrival before declaration of value, it is agreed that the basis of valuation shall be the prime cost of the goods or merchandise, plus the expenses of and incidental to shipping, the freight for which the Assured are liable, the charges of insurance and any percentage in the Policy Schedule.
  6. This contract is subject to the Institute Classification Clause.
  7. Should the risks of war and strikes be included in the cover granted by this contract the relevant Institute War Clauses (Cargo) and Institute Strikes Clauses (Cargo) shall apply.
  8. The Institute Clauses referred to herein are those current at the inception of this contract but should such clauses be revised during the period of this contract, and provided that the Company shall have given at least 30 days notice thereof, then the revised Institute Clauses shall apply to risks attaching subsequent to the date of expiry of the same notice.
  9. This contract may be cancelled by either the Company or the Assured giving 30 days notice in writing, but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses may be cancelled at seven days notice, or at forty-eight hours notice in respect of shipment to or from the United States of America. Notice shall commence from midnight of the day when it is issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

**The following provision shall be paramount and shall override anything which may appear elsewhere in this contract:**

Should this insurance be extended to cover any loss damage or expense excluded by the War Exclusion Clause, such war risks cover shall not extend to any claim based upon loss of or frustration of the insured voyage or adventure.

## Procedure

### Claims Procedure

Assured or his representative should

1. In no circumstances give a clean receipt where goods are in a doubtful condition except under written protest.
2. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
3. Apply immediately for survey in the docks by carriers' representative if any loss or damage is apparent at the docks.
4. In all cases of loss or damage which may result in a claim under this Policy immediate notice must be given to the Head Office or nearest Branch Office or Agent of this Company.  
In the event of the Company not being represented notice must be given to Lloyd's Agent, or Reputable Surveyor.
5. Give notice to carriers' representative within three days of delivery if loss or damage was not apparent at time of delivery.
6. Claim on carrier, Port Authority or any negligent party for damage or omissions.

### Documentation of Claims

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:

1. Original policy or certificate of insurance.
2. Original or copy shipping invoices, together with shipping specification and/or weight notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

### **Declarations**

- a) All shipments coming within the terms of this Policy will be reported to the Company as soon as practicable in accordance with the declaration procedure specified in the Policy Schedule.
- b) Where the Policy is subject to periodic declaration, the Assured shall record details of shipments in the manner agreed and submit such declaration to the Company as soon as practicable after the end of each declaration period to facilitate calculation of and payment of the premium incurred.
- c) The value for Insurance purposes (a) or (b) shall be calculated in accordance with the basis of valuation set out in the Policy Schedule.
- d) In the event of an unintentional and inadvertent omission by the Assured to declare hereunder, it is agreed to accept the item even after known loss or damage but only to the extent that the Assured has established a pattern of declaring like sendings and/or the Assured can produce evidence of an intention to have declared hereunder.
- e) The Company reserves the right to inspect the Assured's records to verify compliance with declaration procedures.
- f) The Company is entitled to premium on all shipments covered by this Policy without exception, whether arrived or not, the Company being bound to accept same up to the limits specified herein.

## **General Conditions**

### **1. Misrepresentation**

This Policy shall at the option of the Insurer be voidable in the event of misrepresentation misdescription or non disclosure in any material particular.

### **2. Fraud**

If any claim under this Policy is in any respect fraudulent or if any fraudulent means are used by the Assured or anyone acting on the Assured's behalf to obtain benefit under this Policy all benefit shall be forfeited.

### **3. Alteration**

If a change of circumstance after the commencement of the insurance directly or indirectly increases the risk of damage or injury this Policy will be voidable unless the Insurer has agreed in writing to accept such alteration.

### **4. Premium Adjustment**

If any part of the premium is calculated on estimates furnished by the Assured the Assured shall

- (a) keep an accurate record containing all particulars relating to such estimates
- (b) if requested allow the Insurer to inspect such record
- (c) within thirty days of the expiry of each Period of Insurance supply the Insurer with a correct declaration of such particulars and information as the Insurer may require in respect of the preceding Period of Insurance duly certified by the Assured's external auditor or accountant if the amount so paid shall differ from the amount on which premium has been paid the difference in the premium shall be met by a further proportionate payment to the Insurer or by a refund by the Insurer as the case may be subject to the retention by the Insurer of any minimum premium as stated in the Policy or endorsed thereon

### **5. Control of Claims**

- (a) The Assured shall not
  - (i) except at their own cost take any steps to compromise or settle any claim or admit liability without specific instructions in writing from the Insurer
  - (ii) give any information or assistance to any person claiming against them without the consent of the Insurer
- (b) The Insurer
  - (i) shall for so long as they desire take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which the Insurer may be liable under the Policy
  - (ii) may before or after settlement of any claim use the name of the Assured to enforce for the benefit of the Insurer any order made for costs or otherwise or to make or defend any claim for indemnity or damages against any third party or for any other purposes connected with this Policy

**6. Other Insurances**

If at the time any claim arises under this Policy there is any other insurance covering the Assured's liability the Insurer shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith

**7. Insurance Act 1936**

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

**8. Stamp Duty**

Stamp duty has been or will be paid in accordance with the provisions of Section 19 of the Finance Act 1950 as amended.

**9. Instalment Premium Defaults**

Where the Assured has agreed under a separate credit agreement to pay the premium by instalments any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default

**10. 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.

**11. Marine Insurance Act 1906**

The terms, provisions, conditions and warranties of the Marine Insurance Act 1906 are deemed incorporated into this Policy unless this Policy be inconsistent therewith in which event the terms, provisions and warranties of the Insurance Policy shall apply.

## 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, claim 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 your complaint is not resolved by your broker, you can get in touch with us directly by contacting the Customer Services Co-ordinator, Zurich Insurance Europe AG, PO Box 78, Wexford. Telephone (01) 667 0666. Email [customersupport@zurich.ie](mailto:customersupport@zurich.ie).
- If you deal with us directly, you should contact: Customer Services Co-ordinator, Zurich Insurance Europe AG, PO Box 78, Wexford. Telephone (01) 667 0666. Email [customersupport@zurich.ie](mailto:customersupport@zurich.ie).

If your complaint is not resolved to your satisfaction, you may avail of your right to refer the matter to the Financial Services and Pensions Ombudsman:

- **Financial Services and Pensions Ombudsman:** Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Phone: (01) 567 7000. Email: [info@fspo.ie](mailto:info@fspo.ie). Website: [www.fspo.ie](http://www.fspo.ie).

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](http://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](http://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](http://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](http://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](http://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](http://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, 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](http://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 consumer protection 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.