Public Liability Insurance

Terms & Conditions (IE-PLa.2026a-A)

Welcome to Insify

Nice to meet you!

As an entrepreneur, you follow your ideas, your passions, your dreams. Insify was founded to support entrepreneurs like you with the insurance these dreams deserve.
Just like you, we are entrepreneurs too. We understand that building a successful business takes time and energy. That is why our insurance policies are easy to understand and transparent from day one. So that you can spend your time running your business, worry-free.

Let's start with the basics

What does your insurance consist of?

Your liability insurance consists of the terms and conditions below and the policy schedule, which you received separately. In this specific document (the terms and conditions) you will find:

• Your Insify guide (Part A), including who we are and how we communicate with you;

• Your coverage (Part B) with information about what is and is not insured;

• Your guide in the event of damage (Part C) with do's and don'ts;

• Your policy handbook (Part D) including how payments or changes are handled;

• Your glossary (Part E) with information on the meaning of words in green.

Good to know

On your policy schedule, you will find the provisions that apply specifically to your insurance, such as your **insured business activities**, the amounts for which you are insured, the coverage options you have chosen, and your excess.
If there is a difference between these conditions and what is stated on your policy schedule, the provisions on your policy schedule always apply, as these are tailored to you.

Ready to dive in?

Prefer to ask a question directly? Feel free to contact us! We are here for you.

Table of contents

A Your Insify guide **1**

A1 Who are we and what is our role? 1

A2 With whom are you insured? 1

A3 How do we communicate with you? 2

A4 How do your insurance documents work? 2

B Your coverage **3**

B1 Who is insured? 3

B2 Which risks are insured? 3

B3 When is there coverage? 5

B4 What is the scope of the insurance? 5

B5 What amount is insured? 6

B6 What is not insured? 8

B7 What coverage is provided in the event of concurrent coverage? 14

C Your guide in case of damage **15**

C1 What are your obligations? 15

C2 When does the right to coverage expire? 17

C3 What does the insurer do? 17

C4 How does the insurer compensate for the damage? 17

C5 Right of recourse/ subrogation 17

D Your policy handbook **18**

D1 Your duty of disclosure 18

D2 When does this insurance start and end? 18

D3 How are changes handled during the term of this insurance? 21

D4 How is the premium paid? 22

D5 What happens if incorrect information has been provided or if fraud has been committed? 24

D6 Which legal provisions apply? 24

E Your vocabulary list **26**

A Your Insify guide

Nice to meet you! We are here to support you in building a successful business. Since insurance is an important part of entrepreneurship, we understand that you want to know more about exactly who you are dealing with. Read more about us, the insurer and how we communicate with you. You are in safe hands!

A1 Who are we and what is our role?

A1|1 Authority and role of Insify

Pleased to meet you – we are Insify B.V., known as 'Insify'. We are an insurance intermediary specialising in business insurance. We are not an insurer ourselves, but we connect business owners like you with insurers and facilitate all administration. We are authorised to conclude, amend and cancel insurance contracts on behalf of the insurer, as well as to answer questions about insurance products and provide other services in connection with the processing and execution of the insurer's insurance activities. The insurer has authorised Insify to issue and receive the necessary declarations in this regard.
We are in contact with you on behalf of the insurer, and you also pay your insurance premiums to us. We are also your first point of contact for all applications, notifications, changes, cancellations, claims and other enquiries.

A1|2 Legal information about Insify

Insify B.V., trading as Insify, is licensed by the Dutch Authority for the Financial Markets in the Netherlands and is regulated by the Central Bank of Ireland for consumer protection rules.

Legal form: Private Limited Company under Dutch law
Address: Weesperplein 4B, 1018 XA Amsterdam, The Netherlands
Chamber of Commerce: 77842103 (NL)
Supervisory Authority: Dutch Authority for the Financial Markets (AFM), Vijzelgracht 50, 1017 HS Amsterdam, The Netherlands

Details of the Central Bank of Ireland:
Address: New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3
Phone: 0818 681 681 or +353 (0)1 224 5800
Email: enquiries@centralbank.ie
Web: https://www.centralbank.ie/

A2 With whom are you insured?

A2|1 Name and background of your insurer

You are insured with Axeria IARD (‘Axeria’). The main activity of Axeria is providing insurance.

A2|2 Legal information about your insurer

Axeria IARD, trading as Axeria, is licensed by the Autorité de contrôle prudentiel et de résolution in France and is regulated by the Central Bank of Ireland for consumer protection rules.

Legal form: Public limited company (Société anonyme, SA)
Headquarters: Avenue Félix Faure 129, 69003 Lyon, France
Postal address: Rue du Général Mouton Duvernet 26, 69003 Lyon, France
Chamber of Commerce: B 352 893 200 (FR) Registre du Commerce et des Sociétés Lyon, France
Supervisory authority: l'Autorité de Contrôle Prudentiel et de Résolution ('ACPR'), Place de Budapest 4, 75009 Paris, France

Details of the Central Bank of Ireland:
Address: New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3
Phone: 0818 681 681 or +353 (0)1 224 5800
Email: enquiries@centralbank.ie
Web: https://www.centralbank.ie/

A3 How do we communicate with you?

We may lawfully send information about your insurance to the email address registered with us.

This means that the information sent is assumed to have been received by you in good order.

Important

Therefore, do not forget to notify us of any change to your email address.

A4 How do your insurance documents work?

Words in green have the meaning we give them in your vocabulary list at the back of this document.

That meaning applies wherever a green marked word appears.

When we use a word in the singular it also means the plural, and the other way round.

Where we refer to a person, we also mean a company, a partnership or any other organisation.

Where we write "including", "such as" or "for example", we are giving examples. We are not limiting to those examples only.

B Your coverage

Check exactly what is covered by your insurance so you know when you can and cannot make use of it. If you are not entirely sure what the insurance covers, you can always ask us!

B1 Who is insured?

B1|1 The **insured persons** are:
- you yourself (the **policyholder**) while carrying out the **insured business activities**;
- your partners, directors, de facto and/or shadow directors, and supervisory board members, if they perform duties in that capacity (**co-insured(s)**);
- your employees and other subordinates such as volunteers and interns, family members and household members, insofar as they perform duties that fall within the **insured business activities** (**co-insured(s)**);
- your staff association, works council and own pension fund as well as the directors and subordinates thereof, if they perform duties in that capacity (**co-insured(s)**).

B1|2 The **insured** are covered for **claims** for damage from **third parties** against an **insured** arising from the assignment of work to subcontractors, insofar as this work falls within the **insured business activities**. **Claims** against a subcontractor or their employees are not covered, unless such subcontractors are considered employees.

Explanation

Do you use subcontractors to carry out your business activities? Then these subcontractors generally require their own liability insurance and do not fall under the coverage of this insurance. If a **claim** is nevertheless made against an **insured** as a result of the actions or omissions of a subcontractor, the **insured** is covered if the **claim** falls under the coverage of this insurance. This means in particular that the coverage is limited to the performance of work that falls within the **insured business activities**.

Bear in mind that the insurer may be able to seek recourse from the subcontractor after coverage has been granted to an **insured** and damages have been compensated. The subcontractor must therefore have their own public liability insurance.

Under certain circumstances, an independent subcontractor may be classified as an employee according to the law. In these cases, the same coverage is provided as for employees. In particular, this means that the coverage is limited to the performance of activities falling within the **insured business activities**.

B2 Which risks are insured?

B2|1 Which liability is insured (business liability, product liability and environmental liability)?

Coverage is provided for **claims attributable** to the liability of an **insured** for damage suffered by **third parties** caused by **acts or omissions** in the performance of the **insured business activities**, with the exception of employer liability towards employees and other subordinates for

damage **attributable** to the performance of **insured business activities** for the **insured** subject to the terms and conditions of this policy.

This coverage includes business liability, product liability, and environmental liability. This means that there is coverage for **claims** arising:

• from the performance of business activities (business liability);

• from products that have been placed in circulation or supplied (product liability);

• from sudden, accidental and unexpected **environmental damage** (environmental liability).

Employer liability towards subordinates (employer liability) is only insured if this has been specifically agreed (see Article B2|2).

B2|2 Which liability can be optionally insured (employer liability)?

The following coverage applies only if this has been agreed upon and is stated on your policy schedule:

B2|2.1 Coverage is provided for **claims attributable** to the liability of the **insured** as employer vis-à-vis employees and subordinates for damage related to the performance of **insured business activities** for the **insured**. A condition for coverage is that the activities are performed within the framework of the **insured business activities**.

B2|2.2 As set out in Articles B6|6.4.1 and B6|8.2.4, coverage is provided for **claims** arising from the liability of the **insured** as an employer towards employees and subordinates, for damage arising while performing their duties in relation to the **insured business activities** while driving or sitting in a **motor vehicle**.

Employer liability may change over time as a result of legislation or case law. Therefore, these conditions do not refer to specific scenarios for which coverage is provided. The coverage follows the actual liability you have as an employer at the time a **claim** is made. This includes:

• liability based on the employer's statutory duty of care under applicable employment law and

• liability arising from the obligation to act as a fair and reasonable employer under applicable employment law.

B2|3 What damage is insured?

Damage to persons and property is insured.

B2|3.1 Damage to persons

Damage to persons is understood to mean:

• injury or

• impairment of health or

• death
of persons and the resulting damage to the extent that the damage itself is not excluded from coverage.

B2|3.2 Damage to property

Damage to property is understood to mean:

• damage or

• unintentional contamination or

• destruction or

• loss of
third party property and the resulting damage insofar as the damage itself is not excluded from coverage.

Damage to property is not understood to mean damage, destruction, or loss of data or **software**, unless such damage, destruction, or loss is caused by physical damage to the data carrier (e.g. file, hard drive, memory stick, mobile device).

B3 When is there coverage?

B3|1 In which cases is there coverage?

Coverage is only provided if all of the following conditions are met:

• the **act or omission** giving rise to the **claim** occurred during the **validity period** of this insurance and for which coverage existed at that time, or falls under one of the scenarios as described in Article B3|2 ('What is covered for **claims** reported after changes or amendments to coverage?'), and
• the **claim** is reported to us and received by us during the **validity period** of this insurance or latest within five (5) years after the date on which the **validity period** ended, and
• this **circumstance** or **claim** was not known to you and/or the **insured** at the **effective date** of this insurance or at the date of any change or amendments to this insurance, and
• no **circumstance** was notified or **claim** was made under any other policies, and it was not or is not possible to do so, and
• the **insured** acted within the limits of the **insured business activities**, and
• the damage is not excluded on your policy schedule, in article B6 ('What is not insured?') or elsewhere in these terms and conditions.

B3|2 What is covered for claims reported after changes or amendments to coverage?

B3|2.1 Reporting a claim after change in coverage terms

B3|2.1.1 Is the coverage being changed at your request? And have you subsequently reported a **claim** under the adjusted terms? Updated or changed terms do not apply to **claims** arising from an **act or omission** that took place before the effective date of the updated or changed terms. This does not apply if your policy schedule shows that other arrangements have been made.

B3|2.1.2 Is the coverage being changed not at your request, but at the initiative of the insurer? And have you subsequently reported a **claim** that would no longer be covered by the altered terms? If your claim is no longer covered under the updated terms, the updated terms do not apply to **claims** arising from an **act or omission** that occurred prior to the change in terms. This does not apply if your policy schedule shows that other arrangements have been made.

B4 What is the scope of the insurance?

B4|1 General

This insurance provides coverage for **claims** arising from an **act or omission** that occurred and caused damage within the European Union, Iceland, Liechtenstein, Norway, Switzerland or the

United Kingdom of Great Britain and Northern Ireland, provided the **insured** is ordinarily resident in the Republic of Ireland or, where the **policyholder** is a company, the **policyholder** is established in the Republic of Ireland.

Claims filed in the United States and/or Canada or that are based on the laws of the United States and/or Canada are not insured.

B4|2 Business trips

For business trips where the **insured** is not engaged in **insured business activities**, such as attending conferences, trade fairs, or training courses, undertaken by an **insured** in the course of business, this insurance provides coverage worldwide.
Does the **insured** perform **insured business activities** during these trips? When the **insured** performs **insured business activities** during these trips, then the scope of coverage as described in Article B4|1 applies.

Explanation

Worldwide coverage therefore does not apply to business trips related to the execution of the **insured business activities**, such as contract negotiation.

B5 What amount is insured?

Your policy schedule states an insured amount per **claim** and an insured amount per **insurance year**.

B5|1 Insured amount per claim

For each **claim**, the insurer reimburses the damage covered under this insurance, for all **insured persons** together, up to a maximum of the insured amount per **claim** ('limit of indemnity per claim') as stated on your policy schedule.

Explanation

Are there multiple claimants for a single **claim**? Then the insured amount per **claim** applies to all claimants together.

B5|2 Insured amount per insurance year

For all **circumstances** and **claims** reported in a single **insurance year** combined, the insurer will reimburse a maximum of the insured amount stated on your policy schedule per **insurance year** ('limit of indemnity per insurance year'). The date of the first notification of a **circumstance** or **claim** to us determines the **insurance year** to which this **circumstance** or **claim** is attributed.

B5|3 Additional allowances

B5|3.1 Covered additional allowances

In the event of a loss covered under this insurance, the insurer will also reimburse:

B5|3.1.1 Mitigation cost

The **mitigation costs** incurred to prevent or limit damage for which an **insured** would be liable and for which the insurance provides coverage.

B5|3.1.2 Costs of defence

The costs of defence, any legal assistance provided, and proceedings conducted relating to **claims** filed against an **insured**. These costs are also covered if the **claims** filed prove to be unfounded. Any legal costs of **third parties** that the **insured** may be liable for, are not part of the additional allowances but are part of the **claim** reimbursement itself.

Conditions for reimbursement of these costs are:

• the insurer has agreed to conduct a defence or

• this defence was conducted at the request of the insurer and under its direction.

The excess as stated on your policy schedule does not apply to these costs.

B5|3.1.3 Statutory and/or court ordered interest

The statutory and/or court ordered interest on that part of the **principal sum** that falls under the coverage of this insurance.

B5|3.2 Insured amounts for additional allowances

The policy, except for employer liability related **claims**, is on a cost exclusive basis. The insurer reimburses these costs and interest on top of the damages to be reimbursed to the **third party**. If the **claim** itself exceeds the applicable limit, the insurer reimburses these costs and interest up to a maximum of the same proportion that the applicable limit for the **claim** bears the total **claim**.

For all employer liability related **claims** the policy is on a cost inclusive basis. The additional allowances are a part of the applicable limit per **claim** and per year. This means that the maximum reimbursement from the insurer is the limit per **claim** and per year respectively for the total of the damage + additional allowances altogether.

Costs exclusive: The limit applies only to the damages. Additional allowances are paid in addition to that limit.
Costs inclusive: The limit of indemnity includes both the damages paid to the **third party** and all additional allowances. Once the total hits the limit, the cover is exhausted.

B5|4 Accumulation of insured amounts and excesses

Are insured amounts for specific coverages listed in the terms and conditions or on your policy schedule? When insured amounts for specific coverages are listed in the terms and conditions or on your policy schedule, then these amounts apply as part of the insured amount of this insurance stated in B5|1 and on your policy schedule. This means that the insured amounts are not combined. Only the amount stated for that specific coverage applies and each **claim** made under a particular coverage erodes the overall insured amount per coverage, erodes the limit of indemnity (the insured amount per claim) and erodes the limit of indemnity per **insurance year** (the insured amount per insurance year). The limit of indemnity per **insurance year** is the maximum cover available in any **insurance year**.

The mandatory excesses mentioned in these terms and conditions or on your policy schedule are also not combined. For each **claim**, a maximum of the highest applicable excess applies once. Is it explicitly stated that an additional excess applies? When it is explicitly stated that an additional excess applies, then this excess applies in addition to the highest applicable excess.

B6 What is not insured?

In this article, you will read what is not covered.

B6|1 Intentional Acts or Omissions

B6|1.1 **Claims attributable** to an intentional **act or omission** by an **insured** are not covered.

This exclusion will only apply to a **claim** against an **insured** whose 'intentional **act or omission**' caused the loss or damage.

An 'intentional act or omission' is an act where the **insured** abetted or colluded, consented or knew or ought to have known that the **act or omission** would cause loss or damage.

The fact that the **insured** was under the influence of alcohol or other substances and was therefore unable to determine his or her will does not detract from the intentional nature of the **act or omission**.

B6|1.2 This exclusion does not apply to **claims** against the **policyholder** for damage caused by his employees or subordinate(s), provided that the **policyholder** is not at fault with regard to the intentional **act or omission**.

Is the **policyholder** a legal entity? When the **policyholder** is a legal entity, then only the intentional **act or omission** of a person who qualifies as a director or supervisory board member under the law applicable to the policy is considered an intentional **act or omission** by the **policyholder**.

Is the **policyholder** a general partnership or a limited partnership? When the **policyholder** is a general partnership or a limited partnership, then only the intentional **act or omission** of a partner in the general partnership and a managing partner in the limited partnership counts as an intentional **act or omission** by the **policyholder**.

B6|2 Violation of regulations

B6|2.1 **Claims attributable** to an **act or omission** by an **insured** that is deliberately contrary to a law, rules, directions, legislation or regulation are not insured if this was done on the instructions or with the approval of an **insured party**.

Law, rules, directions, legislation and regulations include, among others, laws, regulations, guidelines, decrees, permit conditions, subsidy conditions, or policy rules.

This exclusion will only apply to a **claim** against an **insured** whose 'intentional **act or omission**' caused the loss or damage.

B6|2.2 This exclusion does not apply to **claims** against the **policyholder** for damage caused by employees or subordinate(s), provided that the **policyholder** is not at fault with regard to the deliberate violation.
Is the **policyholder** a legal entity? When the **policyholder** is a legal entity, then it is only at fault with regard to:
• the **acts or omissions** of a person who qualifies as a director or supervisory board member of the **policyholder** under the law applicable to the policy,
• and the **acts or omissions** of a subordinate who has been charged by such a director or supervisory board member with special responsibility for compliance with government regulations and rules.

Is the **policyholder** a general partnership or a limited partnership? When the **policyholder** is a general partnership or a limited partnership, then it is only at fault with regard to the **acts or omissions** of a partner in the general partnership and a managing partner in the limited

partnership and the **acts or omissions** of a subordinate who has been charged by a (managing) partner with special responsibility for compliance with government regulations and rules.

B6|3 Sexual behaviours

Claims attributable to the following are not insured:

• sexual or sexually oriented behaviour of any nature whatsoever by an **insured**;

• sexual or sexually oriented behaviour of any nature whatsoever by one or more persons from the group to which the **insured** belongs, even if the **insured** did not behave in such a manner.

B6|4 Punitive damages

Claims for fines, penalties, or damages of a punitive nature (e.g. punitive or moral damages) are not insured.

B6|5 Liability-increasing clauses

B6|5.1 **Claims attributable** to a contractual provision affecting liability, such as a penalty, obligations to pay damages, warranty provisions, performance obligations, indemnity clauses and compensation or other provisions of a similar nature, are not insured.

B6|5.2 This exclusion does not apply if and to the extent that the **insured** would also have been liable without this clause.

B6|6 Property under the insured's custody, care and/or control

B6|6.1 **Claims** for compensation for damage to property caused during the period that the **insured** or someone on his behalf actually transports, handles, processes, works with, inhabits, rents, borrows, leases, uses, stores, or for any reason whatsoever has possession of such property.

B6|6.2 For damage caused to property during handling, processing, or working on the premises of a **third party**, this exclusion applies only to property:

• to which the work relates and/or
• on which work was actually performed and/or
• which were inevitably involved in the work due to the working method followed and/or
• which were deliberately used as aids (such as tools, material storage) in carrying out the work at the moment the damage was caused.

Liability insurance is intended to provide coverage for the consequences of damage, destruction, disappearance, contamination, or soiling of items with which the **insured** came into contact accidentally, incidentally, or fleetingly. These items are not 'under custody'. When the **insured** has items under custody, this means that contact with these items is not accidental, but rather consciously chosen/accepted. In that case, the risk of damage remains with the **insured** themselves. Liability for damage is not covered.

An example of a situation that does not fall under this exclusion is damage to the customer's mobile phone, which the **insured** drops from a table while the customer is showing him photos. In that case, there is no custody. An example of a situation that does fall under this exclusion (and is therefore not insured) is damage to a mobile phone that the **insured** is repairing. In that case, there is custody.

B6|6.3 For damage caused to property located on the **policyholder**'s premises for handling, processing, or working, this exclusion applies only to items that were actually being worked on at the time the damage was caused.

B6|6.4 This exclusion does not apply to:

B6|6.4.1 Damage to personal property of employees or subordinates for which an **insured** is liable as an employer. This applies only if employer liability (see Article B2|2) is insured. Damage to **motor vehicles** is not insured.

B6|6.4.2 Damage to leased or made-available premises as a result of an **insured**'s participation in exhibitions, trade fairs, and the like.

B6|6.4.3 Damage to property held by an **insured** for reasons other than rental, loan for use, tenancy, lease, or safekeeping, if and to the extent that such damage has already been reimbursed by a property insurance and that property insurer recovers the damage from the **insured**.

B6|6.4.4 Damage to means of transport caused during the period when loading or unloading on or in the immediate vicinity of the **policyholder**'s premises or at the place where an **insured** performed activities.

B6|7 Goods delivered and work performed

B6|7.1 **Claims** for reimbursement of the following are not insured:

B6|7.1.1 Damage to and depreciation of goods delivered or completed by – or under the responsibility of – an **insured**.

B6|7.1.2 Damage and costs related to the recall, rectification, replacement, improvement and/or repair of items delivered or completed by – or under the responsibility of – an **insured**, unless these costs qualify as **mitigation costs**.

B6|7.1.3 Damage and costs related to the complete or partial re-execution of work previously performed by – or under the responsibility of – an **insured**.

B6|7.1.4 Damage and costs arising because the delivered or treated items themselves cannot be used, or cannot be used properly.

B6|7.2 The following applies to the damage referred to in articles B6|7.1.1 to B6|7.1.3.
If there is damage
• to an item that has already been delivered or completed by an **insured** and
• that is caused by a component that – by or under the responsibility of an **insured** – has been assembled or installed after delivery
then this exclusion applies only to the component in question. If the damage is the result of an assembly or installation error, then the exclusion applies to the entire item.

B6|7.3 It does not matter by whom the costs referred to in articles B6|7.1.1 through B6|7.1.4 were incurred or by whom the damage was suffered.

B6|8 Motor vehicles

B6|8.1 **Claims** for compensation for damage caused with or by a **motor vehicle** are not insured.

This exclusion applies in the event that:

• an **insured person** owns, holds, drives, or uses the **motor vehicle**;

• an **insured person** gives instructions or directions to the driver of a **motor vehicle**;

• an **insured person** permits the use of a **motor vehicle** as an employer;

• a non-subordinate uses the **motor vehicle** to carry out the business activities of an **insured person**.

It does not matter whether a traffic risk or an occupational risk is associated with the use of a **motor vehicle**.

B6|8.2 This exclusion does not apply to:

B6|8.2.1 Damage caused with or by items being loaded onto or unloaded from a **motor vehicle**.

B6|8.2.2 Damage caused by or with objects located on, falling from, or having fallen from the **motor vehicle**, but which did not occur during loading and unloading.

B6|8.2.3 Damage caused by an **insured person** as a passenger of a **motor vehicle**.

In the event of such damage to the **motor vehicle**, the custody clause (see Article B6|6) shall not be invoked.

B6|8.2.4 Damage caused by or with a **motor vehicle** by employees or subordinates during the exercise of **insured business activities** for the **policyholder**. This coverage applies subject to the condition that:

• use is made of a **motor vehicle** of which the **policyholder** is not the holder or owner and

• in addition to the employee or subordinate, the **policyholder** is also liable as employer for the damage.

Damage to the employee or subordinate who was driving the **motor vehicle**, and damage to their property, remains uninsured.

B6|8.3 The coverage as described in Articles B6|8.2.2, B6|8.2.3, and B6|8.2.4 does not apply if and to the extent that:

• the liability is of the nature for which compulsory motor insurance is required under legislation applicable in the country where the vehicle is used; or
• the damage is covered by insurance within the compulsory motor insurance legislation applicable in the country where the vehicle is used.

Explanation

For **motor vehicles**, it is mandatory to take out **motor vehicle** insurance, whereby the owner, the holder, the driver, and the passengers are insured against the liability to which the **motor vehicle** may give rise in traffic. There is a special work equipment insurance for work equipment.

Business liability insurance excludes damage caused by or involving **motor vehicles** as standard. Business liability insurance is not a supplement to or replacement of **motor vehicle** insurance, work equipment insurance, or any other similar insurance.

B6|9 Vessels and aircraft

B6|9.1 **Claims** for compensation for damage caused with or by vessels and aircraft (including drones) are not insured.

B6|9.2 This exclusion does not apply to:

B6|9.2.1 Bodily injury caused by or with vessels.

B6|9.2.2 Damage caused with or by a non-motorised vessel or a vessel with a maximum engine power of three (3) kW.

B6|9.2.3 Damage caused by an **insured person** as a passenger of a vessel or aircraft. In the event of damage to the vessel or aircraft itself, the custody clause is not invoked (see Article B6|6).

B6|10 Mutual liability

Claims for compensation of damage brought by the **policyholder** against an **insured** are not covered.

B6|11 Affiliated companies

Claims for compensation of property damage from companies:
• in which the **policyholder** holds a direct or indirect majority shareholding and/or
• that hold a direct or indirect majority shareholding in the **policyholder** and/or
• that are under the same management, control or ownership as the **policyholder** against an **insured** are not covered.

B6|12 Foreign branches

Claims attributable to the business activities of a branch outside the country in which the insurance is issued are not covered.

B6|13 War, terrorism and (political) violence

Claims attributable to **war, terrorism and (political) violence** are not insured.

B6|14 Nuclear

Claims attributable to high-energy ionising radiation, such as radiation from radioactive substances or X-rays, are not insured.

B6|15 Asbestos

Claims attributable to:

• asbestos and/or

• any item and/or material containing asbestos and/or

• any item contaminated with asbestos are not insured.

This exclusion covers all **claims attributable** to asbestos. This means that **claims attributable** to the presence of asbestos in asbestos-containing buildings are also excluded.

B6|16 Genetic modification

Claims attributable to genetic modification and/or genetic manipulation are not insured.

B6|17 Architects and engineers

Claims attributable to structural and/or engineering services such as planning, construction, or calculations of factories, buildings, machines, installation components, bridges, tunnels, and other structures, as well as construction and/or project supervision thereof, are not insured.

B6|18 Specific activities

Claims attributable to the following are not insured:

• regulated activities for which professional liability insurance is mandatory;

• purchase, sale, and/or trading of any form of securities;

• mediation and/or sale of insurance and/or investment products;

• activity as an investment, insurance, and/or wealth adviser;

• activity as a notary and/or lawyer;

• activity as a physician, dentist, midwife, physician assistant, nurse, or clinical technologist.

B6|19 High-risk products and components

Claims attributable to the planning, design, construction, **software** development, production, supply, trade, and/or supervision of:

• aircraft, spacecraft, **motor vehicles**, rail vehicles, or vessels and their parts;

• systems regulating the safe operation and control of aircraft, spacecraft, **motor vehicles**, rail vehicles, or vessels and their parts;

• nuclear or atomic installations and their parts; the transport thereof is also not insured;

• weapons, weapon systems, ammunition, or explosive materials and their parts; the transport thereof is also not insured;

• medical and laboratory technology and their parts;

• tobacco products, legal intoxicants, or related accessories (such as e-cigarettes) and their parts.

Also not insured are **claims attributable** to the transport of more than 500 kilograms and/or 600 litres of flammable materials or the transport of flammable materials where the statutory obligations are not met.

B6|20 Environmental damage

For **claims attributable** to **environmental damage**, the following limitations apply.

B6|20.1 Slow-acting process

Claims for compensation for damage are only covered if
• they are caused by sudden, accidental and unexpected **environmental damage**, and
• they are not the direct result of a slow-acting process.

B6|20.2 Contamination of soil and (surface) water

Claims for damage to soil, surface water, or groundwater (corridor) are not insured.

This damage is insured, however, if the **environmental damage** is caused by products placed in circulation or supplied by an **insured**.

B6|20.3 Environmental damage at the own location

The following costs are not insured:

• costs incurred to limit or remedy **environmental damage** at one's own location;

• costs incurred to limit or remedy the consequences of **environmental damage** for one's own location.

It does not matter who incurred the costs.
"Own location" is understood to mean the address(es) where you and/or your company are established, as well as any other addresses where **insured business activities** are (partially or wholly) carried out.

An address other than your address, where work is performed on behalf of a client, does not count as one's own location.

This exclusion does not apply if it is demonstrated that these costs are **mitigation costs** incurred to prevent or limit damage for which an **insured** would be liable and this insurance provides coverage.

B6|21 Cyber

Claims attributable to the following are not insured:

• a **cyber attack**;

• a **hack**;

• **social engineering**.

B7 What coverage is provided in the event of concurrent coverage?

Sometimes the liability covered by this insurance is also covered by (an)other insurance(s). This is called concurrent coverage.

If the liability covered by this insurance is also covered by (an)other insurance(s), or if the liability would have been covered thereunder if this insurance did not exist, then this insurance applies as the excess of the other insurance(s). This means that this insurance only reimburses that part of the damage that exceeds the insured amount of the other insurance.

An excess on another insurance is not reimbursed under this insurance.

C Your guide in case of damage

We hope it doesn't happen, but sometimes damage can occur. In that case, please contact us as soon as possible using the details listed on your policy schedule, and we will assist you immediately. Read on to find out exactly what is expected of you and how the damage is handled and reimbursed.

C1 What are your obligations?

As soon as an **insured** is aware or ought to be aware of a **circumstance** or **claim** from which an obligation to pay compensation may arise for the insurer, the **insureds** have the following obligations.

The obligations in article C1 ('What are your obligations?') are conditions precedent to liability. Conditions precedent will be treated as suspensive conditions which means that our liability is suspended for the duration of any breach by you and the **claim** may not be covered.

C1|1 Notification

C1|1.1 If an **insured** is aware or ought to be aware of a **circumstance** or **claim** from which an obligation to pay compensation may arise for the insurer, it is a condition precedent that the **insured** must notify us as soon as possible and no later than 7 days.

Important

In the event of personal injury, it is a condition precedent that the **insured** is obliged to report the **circumstance** or **claim** to us immediately, even if the damage falls or appears to fall under the excess.

C1|1.2 Has something occurred for which an **insured** could be held liable? If so, this constitutes a **circumstance**. The **insured** must also report **circumstances**, even if the **insured** has not yet been held liable.

If an **insured** is later presented with a **claim**, then the date of the notification of the **circumstance** is used as the date on which the **claim** is submitted.

This means, among other things, that **claims** arising from this notification, regardless of the year in which the **claim** is reported, fall under the same limited insured amount per **insurance year** that applied to the **insurance year** in which the notification of **circumstances** was made. The details are described in Article B5|2.

Has the insurance been amended during the **validity period**? In that case, the coverage that applied at the time the **circumstance** was reported applies to a **claim**. The details of what happens if the coverage is limited or the insurance is terminated are described in Article B3|2.

C1|2 Information to be provided and securing of evidence

C1|2.1 The **insured parties** shall, as soon as reasonably possible, and no later than 7 days after the request, truthfully and with reasonable care provide all information and evidence reasonably requested by us, the insurer, or the appointed experts in relation to a **claim** or **circumstance**.

The **insured parties** must, to the extent possible, provide any form of information requested (e.g. written statements, photos, videos, video calls, visits).This is a condition precedent.

C1|2.2 The **insured parties** must send all information received regarding the **claim** to us as soon as is reasonably possible, and no later than 7 days after the **insured** receives the information. In particular, if an **insured party** receives a summons, it is important that we receive this directly from the **insured**. This is a condition precedent.

The insurer may also request proof of the information you provided when taking out, continuing, or modifying this insurance. This allows the insurer to verify whether the compensation must be adjusted in accordance with Article D5 ('What happens if incorrect information has been provided or if fraud has been committed?').

C1|3 Claims cooperation

The **insured parties** must provide their full cooperation with the handling and settlement of the **claim**. This means that the **insured parties**:

• cooperate in the investigation of a **claim**, including by responding, at your own expense, to requests from Insify, the insurer or any appointed lawyers and experts in an honest and reasonably careful manner;
• leave the management of the handling of the **claim**, including the appointment of lawyers and any correspondence or engagement on the **claim**, the settlement of the **claim**, and the procedure to the insurer and follow its instructions, and provide full cooperation in the handling of the **claim**;
• provide full cooperation with any recovery of the compensation paid out by the insurer from a **third party**.
This is a condition precedent.

The fact that the insurer is in charge implies, among other things, that the insurer may transfer the handling of the **claim** to a third party, appoint an expert, or engage a lawyer. In these cases too, the **insured parties** must provide their full cooperation to these parties. An example of an instruction the insurer may give you is to retain all supporting documents until it has had the opportunity to examine them.

C1|4 Preventing the insurer's interests from being harmed

The **insured** or **insured persons** are not permitted to do anything that could harm the interests of the insurer, including admitting liability or responsibility or make an offer to settle a **claim** or to incur any expense, without our prior written consent. This is a condition precedent.

C1|5 Damage mitigation

The **insured parties** shall limit the occurrence of (further) damage as much as is reasonably possible. This is a condition precedent.

C1|6 Risk mitigation

If specific circumstances or developments, such as the nature and extent of the damage, lead the insurer to believe that future damage can be prevented or limited by taking risk-mitigating measures, the insurer has the right to require the taking of these measures. You must ensure and/or contribute to the measures required by the insurer, to the extent that they are reasonable. This is a condition precedent.

C2 When does the right to coverage expire?

In addition to the applicable limitation periods, any right to coverage lapses in the following cases:

C2|1 Non-fulfilment of obligations

If you or one of the **co-insured persons** fail to comply with one or more obligations under Article C1, the insurer may not be liable for the **claim** under this insurance.

C2|2 Fraud

If you or a **co-insured** provided false or misleading information regarding a **circumstance** or **claim**, or engaged in any other fraudulent activity including in relation to your obligations under C1, you may not be entitled to payment of that **claim** and the insurer may be entitled to terminate the policy and retain the premium, even if the interests of the insurer have not been harmed. In addition, the insurer will take measures as described in Article D5|2 ('What happens if fraud has been committed?').

C3 What does the insurer do?

When you report a **claim**, the insurer assesses what happened and whether the damage falls under the coverage of this insurance. If there is coverage, the insurer assesses whether the **insured** is liable or not. The insurer also determines the extent of the damage.
Sometimes the insurer appoints an expert to determine the damage in consultation with the **insured** or the person suffering the damage.

C4 How does the insurer compensate for the damage?

C4|1 The insurer reimburses the established damage to the extent that it is covered and the **insured** is liable for it, subject to the terms and conditions of this policy.

C4|2 The insurer has the right to pay the compensation to the **insured** or directly to the party suffering the damage. The insurer decides how the excess is settled:
· The **insured**'s excess is deducted from the payment. If the damage is compensated directly to the party suffering the damage, then the **insured** must pay the excess to the party suffering the damage.
· The **insured**'s excess is not deducted from the payment. The **insured** must pay the insurer back the excess after the insurer has made the payment to the party suffering the damage.

C5 Right of recourse/ subrogation

The insurer has the right to recover any compensation paid from the party responsible for the damage. This right of recourse does not apply against the following (legal) persons:
• The **insured**
• **co-insured**
• Members of the same family of the **insured** or co-habitants.
You are obliged to assist the insurer in this and to transfer all rights you have against **third parties** to the insurer.

D Your policy handbook

You have taken out this insurance, what now? Don't worry, here you will find the details you need to know to get the most out of your insurance. Read more about how your insurance works in practice, for example how the premium payments work, when you need to report changes and about the freedom to cancel at any time.

D1 Your duty of disclosure

When deciding whether to insure you and when setting the terms and premium, we will rely on the information you have given us. You must answer all questions that we ask honestly and with reasonable care. Where we ask you to answer a specific question, the subject matter of the question is material to the risk we are undertaking or the calculation of the premium or both.
If your answers are not true and complete, we may be entitled to void the policy without return of premium, repudiate liability, treat the policy as if it had been entered on different terms, or limit the amount paid on foot of the contract.

You must tell us all relevant information when answering all of the questions. If you are not sure whether something is relevant, you should tell us anyway. We may also contact you if we need to ask you for further information on your answers or as part of any subsequent claim.
We will rely on what you tell us and we will not automatically clarify or confirm any information you provide.

D2 When does this insurance start and end?

D2|1 What is your cooling-off period?

After taking out the insurance, you have a cooling-off period. The cooling-off period ends fourteen (14) days after you have received your policy schedule or when you are informed that the contract has been concluded (whichever is the later date). During this period, you can decide that you do not want this insurance after all.
If you wish to exercise this right, you must notify us within the cooling-off period. You can do so via your online Insify environment. The insurance will then not have been established and there will be no coverage from the **effective date**.

D2|2 What time does the insurance start and end?

The insurance takes effect at 00:00 on the **effective date** stated on your policy schedule. The insurance ends at 24:00 on the day the insurance ends.

D2|3 Until when is the insurance valid?

You take out the insurance for a specific period. This period is your first **contract term**. The date on which the first **contract term** expires is stated on your policy schedule.

This date is called the expiry date. If neither you nor the insurer cancels the insurance, the insurance will be renewed after each **contract term**. This always happens for a period of twelve (12) months. The **end date** of the renewal period then applies as the new expiry date.

D2|4 When can you cancel the insurance?

You can cancel the insurance at any time. You can do so via your online Insify environment. The insurance will then end on the date you specify, unless the insurer cancels earlier. If you do not specify a cancellation date, the cancellation will take effect the following day. There is no fee to cancel and your refund/ last remaining premium is calculated pro rata.

D2|5 When can the insurer cancel the insurance?

The insurer may cancel the insurance in the following cases.

D2|5.1 As of the expiry date

The insurer may cancel the insurance as of the expiry date by notifying you of this at least two (2) months before the expiry date.

D2|5.2 If the premium is not paid

The insurer may cancel the insurance if the premium is not paid within the specified period or if you refuse to pay the premium.

You will receive a notice at least two (2) weeks before the termination date. The insurance ends on the date stated in the notice. You remain obliged to pay the unpaid premium for the period of coverage prior to cancellation.

D2|5.3 If fraud has been committed

The insurer may terminate the insurance if it determines that fraud has been committed.

You will receive a notification regarding this. The insurance ends on the date stated in the notification. You can read more about this in article D5|2 ('What happens if fraud has been committed?').

D2|5.4 If you have not complied with the duty to disclose

The insurer may cancel the insurance if you provided incorrect or incomplete information when taking out, continuing or modifying this insurance which you knew to be false or misleading or which you consciously disregarded as to whether it was false or misleading, or where your conduct relative to this policy or the steps leading to us entering into this policy involved fraud of any kind.
If you or anyone acting on your behalf provided an answer to a question posed by us before entering into the policy or on renewal and that answer involved a misrepresentation, then our remedies shall depend on the nature of the misrepresentation as follows:
(a) if such answer involves an innocent misrepresentation (that is, one that was neither negligent nor fraudulent) and a **claim** has been made under the policy, we will pay your **claim** subject to the policy terms and conditions;
(b) if such answer involves a negligent misrepresentation (that is, one that was not fraudulent):
(i) if we would have not entered into this policy on any terms, we may cancel the contract and refuse all **claims**, but will return the premium paid;
(ii) if we would have entered into this policy but on different terms (other than terms relating to the premium), this policy will be treated as if it had been entered into on those different terms from the outset, if we so require;
(iii) if we would have entered into this policy (whether the terms relating to matters other than the premium would have been the same or different) but would have charged a higher premium, we may reduce proportionately the amount to be paid on a **claim**; or
(iv) where there are no outstanding **claims** under your policy, we can choose one of the remedies in this clause, or choose to terminate the policy by giving you reasonable notice.

You will receive a notification within two (2) months after the insurer has determined that you have failed to comply with the duty of disclosure, and the consequences for that failure. If the insurers are cancelling the insurance, the insurance will terminate on the date stated in the notification.

D2|5.5 If your risk changes

You may not have cover under this insurance and the insurer may cancel it if information regarding you indicates that your risk does not fall within the insurer's acceptance policy (meaning that the insurer would not enter into insurance for new customers with your risk characteristics).

You will receive a notice at least two (2) months before the termination date. The insurance ends on the date stated in the notice.

D2|5.6 If the risk increases after a change in the law

The insurer may cancel the insurance if the liability risk is or becomes increased by legislation and/or generally binding regulations, such that the new risk alters the subject matter of the contract.

You will receive notice at least two (2) months before the termination date. The insurer may also revise the insurance instead of cancelling it. This means that the insurer will adjust the premium and/or conditions.

D2|5.7 In the event of an unfavourable course of claims

The insurer may cancel the insurance after a notification of **circumstances** or a **claim**, but only after you have been warned of an 'unfavourable **claims** history', meaning more than two (2) **claims** and/or **circumstance** have been made/notified in any one **insurance year**. You will receive notification within one (1) month after the **claim** has been settled that the insurer wishes to terminate the insurance. In addition, the insurer will provide you with coverage for another two (2) months after he has indicated that he wishes to terminate the insurance.

D2|6 When does the insurance end upon the sale or termination of your business?

The insurance ends upon:

• sale of your business or

• termination of **insured business activities**.

You must inform us of this within two (2) weeks after the sale of the business or termination of **insured business activities**.

D2|7 What are the consequences of terminating the insurance?

If your insurance is terminated, the insurer will no longer process **circumstances** or **claims** that you report from the date on which the insurance ends.

There are a few exceptional cases in which the insurer will process **circumstances** or **claims** that you report after the date on which this insurance was terminated. These exceptional cases are listed in Article B3|2.

It is important that you:
• report all **circumstances** from which a **claim** could arise before this insurance ends, and
• insure the risk with your (potential) new insurer.

D2|8 Disclosure to Third Parties

If required by applicable law (including but not limited to the Consumer Insurance Contracts Act 2019, as may be amended), we may provide your personal data and policy details (including details of your insurance contract, its terms and whether we have informed you that we intend to refuse any liability to you) to third parties in connection with potential legal claims involving you.

D3 How are changes handled during the term of this insurance?

D3|1 Which changes do you always need to report?

For a **circumstance** or **claim** relating to one of the following changes, this insurance only provides coverage after a supplementary agreement with the insurer has been reached regarding them:

• change in your business activities;

• change in the legal form in which the insured profession or business is exercised;

• supply and/or handling of goods other than those listed on your policy schedule;

• if you hire employees and are insured as a self-employed person without staff.

You should therefore report these changes to us as soon as possible. After you have reported this change, we will let you know whether the insurer can accept the change and what consequences this has for your insurance.

Coverage remains for **circumstances** or **claims** arising from other changes in the risk. You may, however, be required to report these changes in accordance with Article D3|2 ('What information do you need to provide to renew the insurance?').

Important

It is important that you do not forget to report the mentioned changes to us, because otherwise you will not have coverage for them.

D3|2 What information do you need to provide to renew the insurance?

D3|2.1 The insurer calculates your premium based on variable factors. We have the right to periodically request information from you by means of a maintenance form. We ask for the information three (3) months before the start of the next **contract term** ('renewal date'). You are required to respond within one (1) month.

D3|2.2 If you have provided all the necessary information, the premium will be adjusted effective from the renewal date. We will inform you of the new premium at least one (1) month prior to the renewal date and send you an updated policy schedule.

D3|2.3 If you do not provide all the required information, the premium may be increased by a maximum of 25% effective from the renewal date. If the latest known information leads to a premium increase of more than 25%, the premium will be increased by that amount. We will inform you of the new premium at least one (1) month prior to the renewal date and send you an updated policy schedule. If you subsequently provide the requested information, the premium will be adjusted effective from the day we receive all the required information, but at the earliest effective from the applicable renewal date.

Explanation

Please know that we will always do everything possible to prevent these situations. For this reason, we will kindly remind you of this at the email address known to us.

D3|2.4 If your risk has changed in such a way that it no longer falls within the insurer's acceptance policy, insurers may decline to renew the insurance. We will inform you of this at least one (1) month prior to the renewal date.

D3|3 Can the insurer change the premium and/or the conditions in the interim?

The insurer may change the premium and/or conditions of your insurance during the term of the insurance. The insurer may do this effective from the next **contract term** ('renewal date'). However, the insurer may alternatively choose to make this change before the renewal date if it cannot wait until the renewal date. For example, there could be very serious financial consequences for the insurer if it does not adjust the insurance policies.

We will inform you of the new premium and/or conditions at least one (1) month before the change will take effect.

D4 How is the premium paid?

D4|1 When do you have to pay the premium?

D4|1.1 You must pay the premium in advance, no later than the day the premium is due. The premium may also consist of costs and insurance tax.

D4|1.2 The first premium is due on the **effective date** of the insurance. This applies regardless of the existence of a cooling-off period.

D4|1.3 Each subsequent premium is due on the date stated on the relevant invoice.

D4|2 How do you pay the premium?

D4|2.1 You are responsible for paying the premium yourself. Therefore, ensure that the premium is received by us on time.

D4|2.2 If a collection procedure (e.g. direct debit) has been agreed upon for collecting the premium, you are responsible for ensuring that we can collect the premium on the day it is due.

If we are unable to collect the premium due because of your actions, we have the right to terminate the direct debit. You are then obliged to transfer the outstanding premium and future premiums yourself.

Processing fees charged by payment service providers for failed collection attempts may be charged to you.

D4|3 What happens if you don't pay the premium on time?

D4|3.1 If you do not pay the first premium at the start of the insurance

D4|3.1.1 When you take out insurance, you must ensure that we receive the first premium on the day it is due. If we do not receive the premium by the time it is due, you will have no coverage. The

insurance has not been established and there is no coverage from the **effective date**. In this case, we are not obliged to send you a reminder to pay the premium.

D4|3.1.2 If you pay the premium within fourteen (14) days after the day it is due, the insurance will take effect on the day the premium is received, but not earlier than the **effective date** of the insurance.

D4|3.1.3 If direct debit has been agreed, we may make a second attempt to collect the first premium. If this attempt is successful, the insurance will take effect on the day the premium is received, but not earlier than the **effective date** of the insurance.

D4|3.2 If you do not pay the follow-up premium

D4|3.2.1 If you do not pay the subsequent premium when it is due, you will receive a reminder. If you still do not pay, you will not be insured from the fifteenth (15th) day following the date of the reminder for **circumstances** or **claims** that have been instituted or that arise from an **act or omission**.

If you refuse to pay the subsequent premium, you will not be insured for **circumstances** or **claims** that have been instituted or that arise from an **act or omission** after the day the premium is due.

The subsequent premium is:

- the premium you must pay for the second and/or subsequent premium term;
- the premium you must pay for extending coverage after the **effective date** of the insurance;
- the premium you must pay upon renewal of your insurance.

D4|3.2.2 You remain obliged to pay the premium, even if the coverage is suspended or terminated because the premium has not been paid.

If the coverage has been suspended but has not yet been terminated, coverage for all **circumstances** and **claims** that have been filed will resume on the day following the day that all amounts due have been received by us. This does not apply to **circumstances** or **claims** arising from an **act or omission** during the period in which the coverage was suspended. The amounts due are all continuation premiums that remained unpaid up to that point and any collection costs.

If you pay the full amount on the 14th of the month and we receive the payment on the 15th of the month, then coverage will resume for an **act or omission** that took place from the 16th of the month.

D4|4 When will you get the premium back?

If the insurance ends prematurely, you will receive a refund of any overpaid premium. This is the premium paid in advance for the period after the insurance has been terminated. The insurer retains the portion of the premium corresponding to the period during which the insurance was valid. You may not receive a refund if you have misled the insurer and/or committed fraud.

D5 What happens if incorrect information has been provided or if fraud has been committed?

D5|1 What happens if incorrect and/or incomplete information has been provided?

Should it become apparent during the claims handling process that you provided incorrect and/or incomplete information when taking out, continuing, or modifying this insurance, the possible outcomes are set out in D2|5.4 above.

D5|2 What happens if fraud has been committed?

If you have made a misrepresentation, or provided information when making a **claim**, that is false or misleading in any material respect, and which you know to be false or misleading or you consciously disregard whether it is false or misleading, then your **claim** may not be paid and we may be entitled to cancel or avoid the policy.

The insurer investigates whether there are indications pointing to fraud. If you have committed fraud, the insurer may take the following measures:
• cancel the insurance and/or withhold payment;
• refuse to pay the **claim**;
• terminate other insurance policies with you;
• decide that you must repay the benefits already received;
• file a report with the police.
The provisions in this article apply not only to you as the **policyholder**, but also to **co-insured persons** who commit fraud. All these measures ensure that you do not pay too much because others abuse their insurance.

D6 Which legal provisions apply?

D6|1 Which language applies?

The contractual terms and information are provided in English. All communication relating to this insurance will be in English.

D6|2 Which law applies and which court has jurisdiction?

This insurance is governed by Irish law.

All disputes relating to this insurance fall under the exclusive jurisdiction of the courts of Ireland.

D6|3 What happens in the event of sanctions or embargoes?

Without prejudice to the other provisions of the contract, insurance coverage shall exist only to the extent and as long as no economic, commercial, or financial sanctions or embargoes of the European Union and European Union Member States which apply directly to the contracting parties, conflict with this.

This also applies to economic, trade, or financial sanctions or embargoes imposed by the United States, to the extent that this does not conflict with European Union legislation or the legislation of European Union Member States to which any party to this contract, including the insurer and Insify, is subject.

D6|4 How can you file a complaint?

It may happen that, for whatever reason, we do not meet your expectations. If that is the case, we would like to hear about it, you can contact us via the details on insify.ie/contact. Together with you, we will then look for a solution.

If you wish to file a formal complaint, that is of course also possible. The best way to do this is by email, we will then process your complaint as soon as possible. You can send your complaint to:
complaints@insify.ie. You will receive a message from us within five (5) working days. Read more about our complaints procedure at www.insify.ie/terms-and-conditions/complaints.

D6|5 How can you escalate a complaint?

If you are dissatisfied with the outcome of your complaint (or if we fail to resolve your complaint within forty (40) working days), you may be entitled to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO) at the following address:

The Office of the Financial Services and Pensions Ombudsman
Address: Lincoln House, Lincoln Place, Dublin 2, D02 VH29
Phone: +353 1 567 7000
Email: info@fspo.ie
Web: www.fspo.ie

D6|6 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.

D6|7 Finance Act 1990

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

E Your vocabulary list

We believe that insurance should be easy to understand.

Sometimes we have to use certain words for legal reasons, and these can make your policy schedule and the terms and conditions look a lot more complex than they actually are. We have highlighted a number of words in green so that you can find them in the glossary in case you want to know what they mean.

Important

This glossary applies to all text in these terms and conditions and on the policy schedule.

act or omission	An act during the performance of **insured business activities** that gives rise to a **claim**. Liability for damages is the same whether an **act or omission** occurs: which is his responsibility under the law on the basis of the status of **insured person**; which is payable by the **insured** on the basis of the law.
attributable	Something (for example a **claim** or damage) is attributable to the cause (for example an **act or omission**, an event, object or substance) if it is directly or indirectly caused by and/or partly caused by and/or is the result of and/or arises from and/or relates to and/or is related to the cause.
circumstance	One or more facts arising from, or relating to, an **act or omission** which may reasonably be expected to give rise to a **claim**.
claim	A claim by a **third party** against an **insured** for compensation for damage resulting from an **act or omission** of an **insured**. Multiple claims, regardless of whether they are directed against multiple **insured persons**, will be assessed as a single claim if · they are related to each other and/or · they flow from each other and/or · they are the result of the same **act or omission** and/or · they are the result of successive **acts or omissions** having the same cause. The reporting date of the first claim in a series of claims will be considered the reporting date of the entire claim. A claim includes service of any litigation, arbitration or other proceeding, a written demand, or notice of legal action.
co-insured / co-insured persons	All **insured persons** as mentioned in article B1 who are not the **policyholder**.
contract term	The period from the **effective date** or, if applicable, the last renewal date of the insurance until the next expiry date stated on your policy schedule.

cyber attack

A digital attack designed to:

• gain unauthorised access to;

• extract information from;

• cause damage to; or

• disrupt access to or the operation of

a computer (system) or digital system without authorisation.

damage to persons

Damage to persons means:
• injury or
• impairment of health or
• death
of persons and the resulting damage.

effective date

The date on which the insurance takes effect, as stated on the policy schedule.

end date

The date on which the insurance ends, as stated on the policy schedule.

environmental damage

The emission, discharge, seepage or escape of any liquid, solid or gaseous substance which has an irritating, polluting, contaminating or deteriorating effect in or on the soil, air, surface water or any subterranean waterway or otherwise.

hack

Anyone, including **co-insureds** gaining unauthorised access to or use of a computer (system), digital system or data held by you or on your behalf.

insurance year

A period of twelve (12) months from the **effective date** of the insurance policy and each subsequent period of equal duration. If the period from the **effective date** of the insurance policy to the first expiration date is less than twelve (12) months, the shorter period will be considered the first year of insurance.

If the **validity period** is less than twelve (12) months, the insurance year is equal to the **validity period**.

insured / insured person / insured party

The **policyholder** and all **co-insured** parties who may derive rights from this insurance, as described in Article B1.

insured business activities

The activities as stated on your policy schedule.

mitigation costs

The costs of measures taken by or on behalf of you or a **co-insured** during the insurance period and reasonably necessary to eliminate an imminent threat of damage or to limit the damage. In this context, the costs of measures also include damage to items used to implement the aforementioned measures.

motor vehicle

All vehicles intended to be propelled, other than those on long rails, and propelled solely or partly by mechanical power supplied to or from the vehicle itself, or by electric traction with power supplied from elsewhere. This does not apply to bicycles that:
• are not covered by the compulsory motor insurance legislation applicable in the country where they are used,
• and have an electric auxiliary motor with a nominal power of up to 250 watts that assists the rider when pedalling up to 25 km/h ('pedelec').

policyholder

The natural person or legal entity that concludes the insurance contract.

principal sum

Amount of damages excluding costs, statutory interest and court ordered interest.

social engineering

Any request directed to you by a person improperly seeking to obtain possession, access to, or the transfer to a third party of virtual currency, money, securities, data or property that such person or third party is not entitled to, where such person improperly:
1. impersonates or claims to be another person who would be lawfully entitled to possession of or access to, or to authorise transactions in respect of, such virtual currency, money, securities, data or property had they made such a request; or
2. assumes the identity of another person who you reasonably believe exists and would be lawfully entitled to possession of or access to, or to authorise transactions in respect of such virtual currency, money, securities, data or property had they existed and made such request.

software

The set of software and procedures that controls an automated (computer) system.

third party

Any natural or legal person other than the **insured**.

validity period

The period from the **effective date** of the insurance until the **end date**.

war, terrorism and (political) violence

This means:
• Terrorism: terrorism, malicious contamination or preventive measures
• Armed conflict: any situation in which states or other organised parties combat each other, or at least one another, using military force. This also includes armed action by a United Nations peacekeeping force.
• Civil war: a more or less organised violent struggle between inhabitants of the same state in which a significant part of the inhabitants of that state are involved.
• Insurrection and insurgency: organised violent resistance within a state, directed against the public authorities.
• Civil unrest: more or less organised violent actions occurring in different places within a state.
• Riot: a more or less organised local violent event movement directed against public authorities.
• Mutiny: a more or less organised violent movement of members of any armed force, directed against the authority under which they are placed.

To conclude

You have reached the end of your terms!

Do you have any questions about your insurance? Please feel free to contact us.
We wish you all the best in running a successful business! Should any problems arise along the way, know that we are there for you.