

# Computer Insurance

Policy Document



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# The Contract of Insurance

## Computer Insurance Policy

Zurich Insurance plc (the Insurer) having accepted the first or any renewal premium for this Policy agrees subject to the terms and conditions herein to indemnify the Insured 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.

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

For your own protection you are recommended to read your Policy and all its Conditions to ensure that it is in accordance with your intentions. We would draw your attention specifically to the General Exceptions section of the Policy; and the exceptions set out in each section of the Policy.

The Insurer has agreed to provide Policy cover, and has calculated the applicable premium, based on information provided by or on behalf of the Insured including but not limited to:

- information provided in any proposal, or otherwise in response to specific questions asked by the Insurer;
- information provided and recorded in any Statement of Facts issued to the Insured;
- any declarations made by or on behalf of the Insured; and/or
- any additional information voluntarily provided.

# Cover

This Policy provides cover in respect of

## **Section 1 – Material Damage**

loss of or damage to Computer Equipment and Auxiliary Equipment at the location(s) specified in the Schedule and Computer Media at any situation or in transit anywhere in the world.

## **Section 2 – Additional Expenditure**

additional expenditure necessarily and reasonably incurred by the Insured to

- (a) prevent or minimise the interruption of or interference with the work normally carried out by or on the Computer Equipment

Excluding additional expenditure more specifically described under Section 2b

- (b) recompile or restore data or software or replace third party proprietary software

in consequence of an Accident which manifests itself during the Period of Insurance as indicated in the Cover Schedule.

## **Definitions**

### **Computer Equipment**

Computer equipment (including fixed disks interconnecting wiring and telecommunications equipment) used for electronic processing communication and storage of data the property of the Insured or leased hired or rented to the Insured but excluding any such Computer Equipment controlling any manufacturing process and equipment more specifically described under Auxiliary Equipment and Computer Media.

### **Auxiliary Equipment**

Auxiliary equipment comprising temperature and environmental control power supply and voltage regulating equipment and protective devices exclusively for use with the Computer Equipment the property of the Insured or leased hired or rented to the Insured.

### **Computer Media**

All current and backup Computer Media of all types (other than Fixed disks and paper records) incorporating stored programs and/or information thereon the property of the Insured or leased hired or rented to the Insured.

### **Accident**

- a) loss of or damage to Computer Equipment Auxiliary Equipment or Computer Media
- b) the failure or fluctuation of supply of electricity to the Computer Equipment or Auxiliary Equipment
- c) the failure of any telecommunication system linked to the computer equipment
- d) physical loss of or damage to property in the vicinity of the Computer Equipment or the situation specified or the exercise by any public or Police Authority of its powers for the sole purpose of safeguarding life or property which prevents access to or use of the Computer equipment by the Insured
- e) erasure destruction corruption or distortion of software contained or data stored on fixed disks or Computer Media

**Approved Maintenance Agreement**

An agreement which provides on-call remedial maintenance encompassing free repair or replacement in the event of breakdown arising out of normal use. The Insured shall supply to the Insurer a copy of such agreement on request.

**Limit of Liability**

The amount of liability under this Policy shall not exceed in addition to the amounts stated on the Extensions the Sums Insured stated in the Schedule.

Payment of a claim made under this Policy shall not reduce the Sums Insured except upon written notice by the Insurer to the contrary.

Provided that

- a) the Insured shall where the payment exceeds €31,730 pay such additional premium as may be required by the Insurer
- b) the Insured shall take immediate steps to comply with any requirements of the Insurer relating to amendments to the protections of the property insured

**Continuing Restrictive Condition**

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

**Extensions of Cover (Section 1)**

The insurance by Section 1 of the Policy is extended to cover.

**Transit**

Computer equipment whilst in transit and whilst at any situation in the world other than the situation specified in the Schedule.

Provided that the amount payable under Section 1 of this Policy shall not exceed.

- a) €6,340 in respect of each occurrence of theft
- b) €31,730 in respect of any one occurrence

**Debris Removal**

The costs and expenses necessarily and reasonably incurred in

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping and fencing off

following loss or damage covered by Section 1

Provided that the amount payable in respect of any one occurrence shall not exceed the cost of such loss or damage or €31,730.

**Investigation Costs**

The costs (including cost of consultants' fees) incurred with the prior consent of the Insurer of conducting investigations and tests in respect of possible repair (whether or not successful) replacement or restoration following loss or damage covered by Section 1 of this policy.

**Incompatibility of Computer Media**

The cost of

- a) modification of the Computer Equipment or
- b) replacement of Computer Media together with the restoration of data or software on such media

whichever is the lesser amount to achieve compatibility in the event that the loss of Computer Equipment covered by Section 1 has resulted in undamaged Computer media being incompatible with the replacement Computer Equipment.

Provided that the amount payable shall not exceed €63,460 in respect of any one occurrence in respect of Sections 1 and 2.

### **Recharging of Gas Cylinders**

The cost of recharging gas cylinders installed solely for the protection of the property covered by Section 1 following accidental discharge.

But excluding discharge arising

- a) during repairs or alterations to the building in which the cylinders are situated
- b) during installation repair removal alteration extension or testing of all or part of the gas flooding system
- c) during the operation of the gas flooding system with the intention of preventing or extinguishing fire

Provided that the amount payable in respect of any one occurrence shall not exceed €31,730

### **Additional Equipment**

Additions to the property insured at the situation specified in the Schedule occurring during the Period of Insurance at no additional charge subject to the increase in Sum Insured under Section 1 in any one Period of Insurance not exceeding €317,300.

### **Temporary Repair/Repair Expediting**

In respect of each claim for damage to the property for which liability is admitted under this Policy the Insurer will subject to the Limit of Liability pay the reasonable cost of effecting temporary repair and of expediting permanent repair including overtime working and the use of express or other means of rapid transport provided that the cost does not exceed €31,730.

### **Extensions of Cover (Section 2)**

The insurance by Section 2 of the Policy is extended to cover

#### **Additional Lease**

Additional lease or hire charges arising out of the replacement of a lease or hire agreement in respect of the Computer Equipment by a new agreement for similar equipment in consequence of loss or damage covered by Section 1.

Provided that

- a) the period in respect of which such charges shall be paid shall not extend beyond the expiry date of the original agreement
- b) the total additional charges payable in respect of any one occurrence shall not exceed €31,730

#### **Accountants Fees**

Professional accountants' fees necessarily and reasonably incurred for producing any particulars or any other proofs information or evidence as may be required under the Claims Procedure Condition and reporting that such particulars are in accordance with the Insureds books of accounts or other business books or documents.

Provided that the amount payable in respect of any one occurrence shall not exceed €31,730.

## Exceptions to Section 1

The Insurer shall not be liable under Section 1 of this Policy in respect of

### **Breakdown**

Loss of or damage to any item of Computer Equipment or Auxiliary Equipment occasioned by its own breakdown unless there is in force an Approved Maintenance Agreement in respect of the item.

### **Guarantee or Maintenance**

Loss or damage for which

- a) any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
- b) the Insured is relieved of responsibility under any rental hire or lease agreement

## Exceptions to Section 2

The Insurer shall not be liable under Section 2 of the Policy in respect of

### **Acts of Supply Authorities**

Any additional expenditure in consequence of a failure or fluctuation of the supply of electricity directly or indirectly due to

- a) a deliberate act of the supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply system or
- b) a scheme of rationing not necessitated by accidental damage to the supply authority's generating or supply equipment or
- c) the inability of the supply authority to maintain the supply system due to industrial action by any of its employees

### **Acts of Telecommunication Authorities**

Any additional expenditure in consequence of a failure of any telecommunications system directly or indirectly due to

- a) a deliberate act of the telecommunication authority or the exercise by the telecommunications authority of its power to withhold or restrict operation of the system
- b) the inability of the telecommunications authority to maintain the system due to industrial action by any of its employees
- c) the use by the Insured of equipment which is not approved by the telecommunications authority
- d) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
- e) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite

### **Unproven Software**

Any additional expenditure in consequence of the use by the Insured of software in respect of which development has not been finalised or which has not passed all testing procedures or which has not been successfully proven.

### **Incorrect Storage**

Any additional expenditure in consequence of failure to comply with manufacturers recommendations relating to storage of Computer Media.

### **Time Limitation**

Any additional expenditure commencing more than twelve (12) months after the date on which the Accident manifests itself.

# General Exceptions

The Insurer shall not be liable under this Policy in respect of

## **Excess**

The amount stated on the Schedule as the Excess in respect of the cost of each and every occurrence for which the Insured is indemnified by this Policy.

## **Theft from Premises**

Loss damage or additional expenditure by or in consequence of theft from any premises unless entry to or exit from such premises is by forcible and violent means.

## **Property in Vehicles**

Loss or damage to the property insured and any additional expenditure in consequence thereof whilst such property is in a vehicle unless

- a) the property is securely mounted or kept in a suitable container in the vehicle
- b) the vehicle is in a locked garage when left unattended overnight
- c) the doors of the vehicle are locked and all its windows and other openings fully closed and property fastened when unattended
- d) the property is concealed from view in a locked boot in any unattended motor car

## **Inventory Losses**

Loss of the property insured and any additional expenditure in consequence thereof by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the property insured due to its being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the Claims Procedure Condition including reporting the matter to the Police Authority.

## **Programming Errors or Design Defects**

- a) the costs of rectifying programming errors or design defects in software
- b) in respect of third party proprietary software only any additional expenditure in consequence of programming errors or design defects but

This exception shall not apply to additional expenditure consequent upon erasure destruction corruption or distortion of other software caused by programming errors or design defects in third party proprietary software.

## **Value of Data**

The value to the Insured of the data stored on Computer Equipment of Computer Media.

## **Wear and Tear**

The cost of rectification or making good of wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation or scratching of painted or polished surfaces and any additional expenditure in consequence thereof.

## **Wilful Act**

Loss or damage caused by the wilful act or wilful neglect of the Insured.

## **Pollution**

Loss or damage caused by pollution or contamination other than loss of or damage to the property insured caused by pollution or contamination.

## **Consequential Loss**

Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein.

## **Sonic Waves**

Loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## **Nuclear Risks**

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

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



### **War**

Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power confiscation commandeering nationalisation or requisition or destruction of or damage to property by or under the order of any Government Public Municipal or Local Authority.

### **Terrorism**

- (a) loss or Damage in the United Kingdom of Great Britain and Northern Ireland other than in Northern Ireland by fire or explosion occasioned by or happening through or in consequence directly or indirectly of **Terrorism**
- (b) loss or Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
  - (i) riot, civil commotion and (except in respect of Damage by fire or explosion), strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
  - (ii) **Terrorism**

For the purposes of this policy **Terrorism** shall mean any act of any person on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence.

In any action suit or other proceedings where the Insurer alleges by reason of this definition any loss or Damage is not covered by this Policy the burden of proving that such loss or Damage is covered shall be upon the Insured.

### **Date Recognition**

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 Insured 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 date 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.

# Conditions

## **Duplicate Records**

The Insured shall

- a) back-up data records no less frequently than once every seven days and store such back-up records away from the Situation
- b) retain duplicate records of software and store such duplicate records away from the Situation
- c) store all Computer Media in accordance with the manufacturers' recommendations

## **Renewal Requirement**

The Insured shall prior to each renewal date supply the Insurer with the total new replacement value at each Situation of Computer Equipment Auxiliary Equipment and Computer Media.

## **Duty to Comply with Policy Conditions**

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

Other than where expressly provided in this Policy, compliance by the Insured with the terms, limitations, exceptions, conditions and endorsements of this Policy shall be a condition precedent to any liability of the Insurer to make any payment under the Policy.

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

## **Pre-Contractual Representations**

The Insured acknowledges and accepts the following:

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

## **Remedies for Misrepresentation**

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

- (c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by the Insured involves a fraudulent misrepresentation, or where any conduct by the Insured (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, the Insurer shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium

#### **Alteration of Risk**

The Insured must tell the Insurer immediately of any changes to the following provided by the Insured to the Insurer prior to the commencement or renewal of this Policy:

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

When the Insured notifies the Insurer about a change as above, or if the Insured otherwise becomes aware of any such change, as referenced above, the Insurer may reassess the premium chargeable and Policy cover more generally.

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

#### **Effect of Continuing Restrictive Conditions**

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

- (a) the Insured breaches any such term; and
  - (b) during the period of breach the Insured suffers a relevant loss; and
  - (c) such breach increased, in the circumstances concerned, the risk of the loss suffered by the Insured,
- the Insurer will have no liability for the loss.

#### **Access and Reasonable Precautions**

The Insured shall afford reasonable facilities for representatives of the Insurer to examine any property insured under this policy. The Insured shall also take and cause to be taken all reasonable precautions to prevent accidents and to safeguard the property insured against loss or damage and to ensure that all statutory or other regulations relating to the property insured are observed.

#### **Suspension of Cover**

The Insurer reserves the right at any time to suspend the insurance on any Plant until the requirements of the Insurer for the safe operation of the Plant have been fulfilled.

#### **Cancellation Rights**

The Insurer shall not be bound to invite or accept renewal of this Policy and may by fourteen days' notice in writing to the Insured by recorded delivery cancel this Policy at any time. The Insured shall then be entitled to a rebate of premium for the unexpired Period of Insurance.

#### **Instalment Plan Default**

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

#### **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 the Republic of Ireland.

#### **Stamp Duty**

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

## Claims Conditions

### Other Insurance

The Insurer shall not be liable for any loss or damage which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under the policy or policies had this insurance not been effected.

### Claims Procedure

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall

- (a) give as soon as reasonably practicable notice by telephone and in writing to the Insurer supplying such proofs of claim as may be reasonably required by the Insurer
- (b) preserve any damaged or defective property which might prove necessary as evidence for examination by the Insurer's representatives
- (c) in the case of property lost or stolen or maliciously damaged take all practicable steps (including giving immediate notice to the Police Authority) to discover any guilty person and to trace and recover the missing property
- (d) In the case of any claim made upon the Insured by any third party forward to the Insurer immediately and unacknowledged every written communication or information as to any verbal notice of claim and all proceedings

In the event of any claim being made under Section 2 of this Policy the Insured shall deliver to the Insurer in writing a statement setting forth particulars of his claim together with details of all other insurances covering the event or part of it. The Insured shall also produce and furnish to the insurer such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Insurer for the purpose of investigating or verifying the claim together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith.

### Control of Claims

Subject to Claims Condition 'Subrogation', the Insurer shall be entitled in the name of the Insured to take all necessary steps for enforcing any rights against any other party before or after meeting the Insured's claim and may at its discretion take over defend or settle any claim by a third party. The Insurer shall be given such information and assistance by the Insured as may be required.

### Subrogation

For the purposes of this clause only, the expression "Insured Person" shall mean the Insured (as stated on the Schedule) and any other person entitled to be indemnified under this Policy.

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

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

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

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

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

### Waiver of Subrogation Rights

Notwithstanding Claims Condition 'Control of Claims' the Insurer agrees to waive any subrogation rights against any holding company and/or subsidiary company of the Insured, and/or any company which is a subsidiary of a holding company where that holding company is also the holding company of the Insured, and/or any company whose activities are conducted and/or managed by the Insured in whole or in part and/or any regular shared time users of the Computer Equipment.

Provided that

- a) the Insured does not receive any form of indemnity or damages or other compensation from such company and/or user
- b) any such company and/or user shall as though they were the Insured observe fulfil and be subject to the terms limitations and conditions of this Policy

#### **Claims Settlement**

The amount payable under Section 1 of this Policy shall be the cost of reinstatement of the property lost or damaged

- a) 'Reinstatement' shall mean:
  - i) replacement of any item lost or damaged beyond repair by new property of equal performance and/or capacity or if such be impossible its replacement by new property having the nearest higher performance and/or capacity to the item lost or damaged
  - ii) repair of any item otherwise damaged
- b) reinstatement shall be carried out without delay and in the most economical manner
- c) where any property is damaged or lost in part only the liability of the Insurer shall not exceed the cost of reinstatement had it been wholly lost
- d) no payment shall be made until reinstatement has been carried out
- e) the Sum Insured shall be the new replacement value of the property insured
- f) if reinstatement is not carried out the amount payable shall be the cost of indemnifying the Insured provided such cost does not exceed the cost or reinstatement

The Insurer shall not be responsible for temporary repairs carried out without the consent of the Insurer and any consequences thereof nor for the cost of any alterations additions improvements or overhauls carried out on the occasion of a repair. Where loss or damage is confined to a part of a machine or structure the Insurer shall be liable for only the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible. The Insured shall not be entitled to abandon any property to the Insurer whether taken into possession by the Insurer or not.

#### **Average**

If at the time of the loss or damage the sum representing eighty-five per cent (85%) of the new replacement value of the property insured exceeds the Sum Insured thereon the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss or damage accordingly.

For the purpose of this condition reference to the 'property insured' shall not include additional property for which insurance is provided by Section 1 'Additional Equipment Extension'.

#### **Supplementary Claims Charges**

In connection with any claim for loss or damage the Insured is entitled to recover Claims Charges supplementary charges such as custom dues packing freight profit and the like only if and so far as such charges have been provided for in the Sum Insured.

#### **Fraudulent Claims**

If a claim contains information that is false or misleading in any material respect and the Insured either knows that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, (Fraudulent Claim) the Insurer shall be entitled to:

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

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

#### **Arbitration**

If any difference shall arise under this Policy such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the applicable statutory provisions for the time being in force. Where any difference is by this condition to be referred to arbitration the making of any award shall be a condition precedent to any right of action against the Insurer. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

# Customer Information

## **Law Applicable to this Contract**

The Insurer with which your contract is concluded is Zurich Insurance plc which is established in Ireland. Under the relevant European and Irish Legal Provisions, the parties to this contract of insurance are free to choose the law applicable to the contract. This contract is governed by Irish Law.

## **Arson Prevention**

Each year Insurance Companies pay out in excess of €12.5M in claims for fires started deliberately.

Deliberate fire may be associated with vandalism or burglary and can result in:

- Premises being extensively damaged or destroyed
- People being seriously injured or even killed
- Businesses bankrupted.

Buildings can be the subject of deliberate attack by fire both externally and internally. This can be eliminated or reduced by putting into practice certain preventive measures, a number of which are listed hereunder.

- Strengthen doors, window locks, perimeter walls, fencing and gates. Where necessary install intruder and/or smoke alarms.
- Accompany visitors on and off your premises if possible, or at least monitor their movements. Check anyone you don't recognise.
- Keep all combustible materials under lock and key, if possible – at least remove from open yards.
- Timber pallets should be stored in the open in areas well away from buildings or perimeter fences.
- Hazardous goods such as flammable liquids should be removed and locked up separately at the end of each day.
- Gas cylinders should be locked away in a secure and well ventilated compound.
- Petrol or diesel pumps should be immobilised.
- Draw up a plan to deal with the threat of bombs/incendiary attacks.
- Be vigilant for suspicious objects and notify Gardai if anything is found.

The above measures if implemented where appropriate, should help protect your buildings from deliberate fire.

## **Laptop Computer Security Recommendations**

- Install a personal password to restrict access
- Change the password frequently
- Install a Virus guard especially if unit is used for e-mail
- Put an ID on the case using an Ultraviolet security marker
- Install a homing device
- Note all Serial numbers and keep in a secure place
- Keep the unit away from water or other liquids
- Always check local voltage when abroad
- Don't leave the unit where it may easily fall
- Don't leave the unit unattended in any public place
- Don't leave the unit in view in any vehicle
- When at home always keep in a locked room
- When away keep in a Hotel room or Hotel safe or as a last resort in a locked car boot out of sight
- When carrying use cuffs and a chain to secure unit to wrist

## Complaints Procedure

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

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy.
- If the matter remains unresolved to your satisfaction you can contact Zurich at (01) 6670666 or alternatively you can write to the Customer Service Co-ordinator at Zurich Insurance, PO Box 78, Wexford, or by email to [customercare@zurich.ie](mailto:customercare@zurich.ie).
- If the complaint is still not resolved to your satisfaction, you can write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:
  - (i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: [info@fspo.ie](mailto:info@fspo.ie). Website: [www.fspo.ie](http://www.fspo.ie).
  - (ii) The Central Bank of Ireland, P.O. Box 559, Dublin1. Lo-Call: 1890 77 77 77 or +353 (0) 1 224 5800.
  - (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

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

# Data Protection

Zurich Insurance plc ('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](mailto:dataprotectionofficer@zurich.ie)**
- **Data Protection Officer, Zurich Insurance plc, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.**

**Zurich Insurance plc**  
Zurich House, Ballsbridge Park, Dublin 4, Ireland.  
Telephone: 01 667 0666 Fax: 01 667 0644  
Website: [www.zurich.ie](http://www.zurich.ie)

Zurich Insurance plc is regulated by the  
Central Bank of Ireland.

