



# Plant Protection Insurance

Policy Document



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# The Contract of Insurance

## **Plant Protection Insurance Policy**

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

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

The Insurer will indemnify the Insured against

### **Damage to Plant**

- (a) sudden and unforeseen damage including Breakdown as defined to Plant and Machinery as described on the Plant Schedule occurring at the locations specified which necessitates immediate repair.

### **Third Party Liability**

- (a) all sums for which the Insured shall become legally liable to pay as compensation for death of or bodily injury to any person (other than a person under a contract of service or apprenticeship with the Insured sustaining death or bodily injury which arises out of and in the course of his employment by the Insured).
- (b) all sums for which the Insured shall become legally liable to pay as compensation for damage to property not belonging to the Insured nor held by him in trust or on commission nor for which he is responsible.

directly consequent upon and solely due to Explosion or Collapse of Pressure Plant as described on the Plant Schedule or where this cover is indicated as applying arising out of the use of Lifting Machines described on the Plant Schedule.

The Insurer will also pay Legal costs and Solicitors fees.

### **Own Surrounding Property**

Damage to property owned by or held by the Insured in trust or on commission or for which he is responsible directly consequent upon and solely due to Explosion or Collapse of Steam Pressure Plant as described on the Plant Schedule.

### **Limit of Liability**

The amount of liability under this Policy shall not exceed the Sum Insured stated against each item described in the Schedule.

Where the Sum Insured is reduced by payment made hereunder the Sum Insured shall be reinstated provided the Insured shall pay such additional premium as may be required by the Insurer which additional premium shall be disregarded for the purpose of any adjustment under this Policy.

### **Plant and Machinery**

The term Plant and Machinery does not include damage to

- (a) glass or non-metallic parts or to a device for safety or protection when it operates for that purpose
- (b) chipping or scratching of painted or polished surfaces
- (c) damage to bulbs thermionic valves electric heating elements photo electric cells transistors cathode ray and x-ray tubes and similar apparatus
- (d) tracks rails wear plates cutting edges crushing grinding or hammering surfaces cutting shaping or drilling tools and the like
- (e) renewable parts and tools such as bits knives cutters blades chains belts ropes jointing and packing materials flexible pipes and hoses or similar items
- (f) slings dogs chains or ropes by which a load is attached.

# Definitions

## **Boiler and Pressure Plant**

Those parts of the permanent structure (including fittings and direct attachments) subject to steam and other fluid pressure

Excluding (except where specifically described in the schedule)

- (i) superheaters or economisers
- (ii) interconnecting piping or anything attached to such piping
- (iii) ancillary equipment
- (iv) foundations masonry brickwork and chimneys

## **Explosion**

The sudden and violent rending of the Pressure Plant by force of internal steam or other fluid pressure (other than pressure of chemical action or of the ignition of the contents or of ignited flue gases) causing bodily displacement of any part of the Pressure Plant together with forcible ejection of the contents

## **Collapse**

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Pressure Plant caused by crushing stresses by force of steam or other fluid pressure (other than pressure of chemical action or of the ignition of the contents or of ignited flue gases)

## **Lifting Plant**

In respect of lifts platform hoists and lifting tables all integral parts up to and including main circuit breakers or control valves (excluding any supporting structure or foundations masonry or brickwork)

In respect of cranes and other lifting Plant all parts commencing in the case of a fixed unit at the point or points of anchorage and in the case of a travelling unit at and including the track wheels and terminating in the case of any unit at the hook shackle or other connection to the burden rope or chain by which the load or appliance is attached and in the case of electrically driven Plant all electrical equipment by which the Plant is driven commencing at the intake switch or plug or other connection on the Plant

Plant described in the Plant Schedule includes driving motors where appropriate

## **Electrical Plant**

All integral parts of an item of the class or type of Plant described in the Plant Schedule including the individual switchgear for a motor and the wiring between the motor and its switchgear or between a generator and switchboard

Excluding foundations masonry or brickwork

Plant described in the Plant Schedule includes driving motors where appropriate

## **Breakdown**

Damage to plant if specified on Plant Schedule occasioned by

- (a) the actual breaking distortion or burning out of any part of the Plant whilst in ordinary use arising from either mechanical or electrical defect in the Plant causing its sudden stoppage and necessitating immediate repair or replacement of the Plant before it can resume normal working including any resultant loss of cooling lubricating insulating oil refrigerant or brine
- (b) the fracturing of any part of the Plant by frost when such fracture renders the Plant inoperative
- (c) the actual complete severance of a rope forming part of plant designed for lifting (but not breakage or abrasion of individual wires or strands)

## **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

### Automatic Cover

The Plant described herein shall be deemed to include for a period not exceeding twelve months additional Plant which is installed and ready for use and which is of a category which the Insured has previously declared his intention to insure provided that

- (a) such additional Plant is free from material defects known to the Insured and complies with any statutory obligation concerning its examination and certification
- (b) the Insured shall inform the Insurer as soon as possible of the installation of such additional Plant and pay the premium on the basis agreed between the Insured and the Insurer from the date of such installation

If following inspection any such item of additional Plant proves to be unacceptable to the Insurer for insurance the Insured will be notified in writing and the insurance provided under this Policy on such item will terminate immediately.

### Reinstatement

In the event of destruction of or damage to any Plant described in the Plant Schedule and or to other property belonging to the Insured for which a claim is admitted under this Policy the basis upon which the amount payable under the Policy is to be calculated shall be the reinstatement of the Plant or property destroyed or damaged

“Reinstatement” shall mean:

- 1 where the said Plant or property is destroyed
  - (a) if a building the rebuilding of the property
  - (b) if not a building its replacement by similar Plant or propertyin either case in a condition equal to but not better or more extensive than its condition when new
- 2 where the said property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new

the term “property” in 1 and 2 above shall not include stock in trade or goods in process of manufacture

- 3 where the said Plant is damaged the repair of the damaged item so that its working condition is substantially the same as that immediately before the accident

provided that

- (a) the work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurer not being increased thereby) will be commenced and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable under the Policy if this extension had not been incorporated shall be made
- (b) where the said property is damaged or destroyed in part only the liability of the Insurer shall not exceed the sum representing the cost which the Insurer could have been called upon to pay for reinstatement if such property had been wholly destroyed
- (c) no payment beyond the amount which would have been payable under this Policy if the cover provided by this extension had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred
- (d) no payment beyond the amount which would have been payable under this Policy if this extension had not been incorporated shall be made if at the time of any destruction or damage to the said Plant or property insured hereunder it shall be covered by any other insurance effected by or on behalf of the Insured which is not upon a reinstatement basis
- (e) where by any reason of the above provisions no payment is to be made beyond the amount which would have been payable under the Policy if this extension had not been incorporated therein the rights and liability of the Insurer and the Insured in respect of the destruction or damage shall be subject to the terms conditions and limitations of this Policy as if this extension had not been incorporated therein

Provided the total amount payable under this Policy shall not exceed the Limit of Liability

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

In respect of each claim for damage to the Plant 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 €6,340

### **Reinstatement After Loss**

In consideration of the sum insured by each item not being reduced by any loss the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of expiry of the period of insurance

### **Local Authorities Clause**

In the event of destruction of or damage to property belonging to the Insured for which a claim is admitted under this Policy and where such property is identified in the Schedules the Indemnity shall include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with Buildings or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority

Provided that:-

- (1) The amount recoverable under this extension shall not include:
  - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
    - (i) in respect of destruction or damage occurring prior to the granting of this extension
    - (ii) under which notice has been served upon the Insured prior to the happening of the destruction or damage
    - (iii) in respect of undamaged property or undamaged portions of property
  - (b) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws
- (2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurer may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased

## **Extensions of Cover (applicable only if stated in the Schedule)**

### **Flue Gas Explosion**

The Insurer will indemnify the Insured against damage and/or liability as defined in the Policy arising as a direct consequence of and solely due to explosion of flue gases in the flues of boilers and/or economisers in the Plant Schedule

Provided that in respect of any one item or group of items the aggregate liability of the Insurer under the indemnity given by this Policy shall not exceed the limit of indemnity stated on the Schedule

The Insurer will also be responsible for costs and expenses recovered from the Insured by any claimant and for costs incurred with the written consent of the Insurer

# General Exceptions

The Insurer shall not be liable for loss or damage in respect of

## **Schedule**

Plant or Machinery not described on the Plant Schedule

## **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

## **Wear and Tear**

The cost of rectification or making good of

- (a) wear and tear gradual deterioration due to atmospheric conditions or otherwise wasting grooving rust corrosion or oxidisation or scratching of painted or polished surfaces
- (b) gradually developing defects flaws deformation distortion cracks or partial fractures
- (c) loose parts or defective joints or seams
- (d) the cost of maintenance work

## **Fire & Theft**

Loss or damage arising out of fire lightning explosion (other than explosion defined under Pressure Plant definitions of cover) flood inundation earthquake or water leaking or discharged from any sprinkler installation theft or any attempt thereat

## **Assumed Liability**

Liability assumed by agreement unless such liability would have attached to the Insured notwithstanding such agreement

## **Exceptional Working Conditions**

- (a) damage to Plant and other insured property arising out of and during hydraulic tests of Boiler and Pressure Plant
- (b) damage or liability arising out of Plant being subject to other tests involving abnormal stresses or arising out of Plant being intentionally overloaded
- (c) damage or liability arising out of any raising or lowering operations in which a single load is shared between any item of Lifting and Handling Plant and any other lifting equipment (whether insured thereunder or not) unless otherwise agreed and endorsed hereon

## **Installation**

Plant and machinery which is under construction or being installed

## **Goods lifted/processed**

Property being lifted conveyed handled heated cooled or processed by or contained in the plant

## **Removals**

Loss or damage to any insured item during installation erection dismantling resiting transportation or removal other than resiting or removal under its own power upon the site of its operations

## **Contents**

The contents of any item other than the contents of any fuel oil storage tank

## **Office Equipment**

Loss or damage to any electronic data processing equipment, peripherals and office equipment

## **Prototypes**

Any item of prototype nature or unproven design

## **Underground pipes**

Any pipes or cables buried underground unless laid in prepared ducts or trenches

## **Repairs**

Loss or damage caused by the application of any tool or process to any item of property insured in the course of maintenance inspection repair alteration modification or overhaul

## **Consequential Loss**

Loss of use of machinery or any consequential loss howsoever caused



**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 and Riot**

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 order of any Government Public Municipal or Local Authority riot strike lockout or civil commotion.

**Terrorism**

- (a) loss or Damage occurring 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 data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (3) to capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss or the inability to capture save retain or correctly process such data on or after any date.

Subject otherwise to the terms, conditions and limitations of the Policy.

# Conditions

## **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.

### **Reasonable Precautions**

The Insured shall take and cause to be taken all reasonable steps to ensure the Plant is properly maintained and all reasonable precautions to prevent accidents and to safeguard the property insured against loss or damage and to ensure that all statutory and other regulations (including but not limited to statutory inspections) 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

### **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

### **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

## 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

### 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.

### 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

### Third Party Claims Procedure

In the event of any claim made upon the Insured by a third party in respect of which the Insurer may be liable under this insurance the Insured shall not incur any expense whether by litigation or otherwise or make any payment settlement arrangement or admission of liability without the written authority of the Insurer. The Insurer shall be entitled to use the name of the Insured for all purposes in connection with this insurance including the bringing defending enforcing or settling any legal proceedings for the benefit of the Insurer

### 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.

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

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.

#### **Options for Claims Settlement**

The Insurer may at its option repair reinstate or replace any property lost or damaged or pay the amount of the damage. 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

The Insurer shall in no case be liable for the cost of any alterations additions improvements modifications or overhauls

#### **Repairs**

The Insured may proceed with minor repairs to the Plant without prejudice to the liability of the Insurer provided that notice and full particulars of the repairs are given to the Insurer forthwith and any damaged parts are kept for inspection

Other repairs to the Plant shall only be carried out with the consent of the Insurer and the insurance shall be suspended as regards damage or liability arising out of the operation of the Plant concerned until the repairs have been completed to the satisfaction of the Insurer

#### **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 Europe AG 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.

## 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, Dublin 1. Telephone: 0818 681 681 or (01) 224 5800.
  - (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

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

# Data Protection

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

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

## About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, we will collect, store and process personal data about you. The purpose of this section is to give you some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at [www.zurich.ie/privacy-policy](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 Europe AG, FREEPOST, PO Box 78, Wexford, Ireland.**

### **Zurich Insurance Europe AG**

PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666

Fax: 01 667 0644

Website: [www.zurich.ie](http://www.zurich.ie)

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

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

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