

**Insurance Speciality
Fine Art & Specie**

XL Insurance Company SE
Connoisseur Underwriting

**Auctioneers
Insurance Policy
Wording (Ireland)**





Auctioneer's Insurance Policy (Ireland)

This policy is a contract between **You** and **Us**.

We will, in consideration of the payment of the premium, insure **You**, subject to the terms and conditions of this policy, against the **Events** set out in the insuring sections during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

This policy only covers those sections specifically stated in the **Schedule**.

This document, the **Schedule** and any **Endorsements** constitute **Your** contract of insurance with **Us** and are to be read as one contract. In this policy, certain words or phrases are specially defined. In deciding to accept this policy and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

Please read the documents carefully so that **You** understand the extent of the policy cover, **Your** obligations under it and to ensure that it meets **Your** needs. If any corrections are necessary **You** should contact **Your** broker through whom this policy was arranged.

Please keep this policy in a safe place – **You** may need to refer to it if **You** have to make a claim.

Regulatory Information

XL Insurance Company SE

XL Insurance Company SE is a European public limited liability company regulated by the Central Bank of Ireland (Authorisation number C173308). Registered Office 8 St. Stephen's Green, Dublin 2, Ireland. Registered in Ireland Number 641686.

XL Catlin Services SE

XL Catlin Services SE acts on behalf of XL Insurance Company SE in the administration of complaints. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered office is XL House, 8 St Stephen's Green, Dublin 2 Ireland.

Registered in Ireland No. 659610

Accessibility

Upon request Braille, audio or large print versions of the Policy and the associated documentation can be provided. If **You** require an alternative format **You** should contact **Your** broker through whom this policy was arranged



Definitions

Act(s) of terrorism	Act(s) including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Agreed value	The value agreed by You and Us for the purpose of this policy only. No representation is made by Us that those values represent the Market Value or any other basis of value.
Agreed value schedule	A Schedule containing items where You have agreed the value with Us .
Bodily injury	Physical injury, or disease, but not mental injury or disease, or death resulting therefrom. This does not include any naturally occurring condition, degenerative process or any gradually operating cause.
Building(s)	Your Business Premises , specifically agreed by Us at a Named Location(s) . It shall be the physical structure, boilers, pipes, tanks, central heating, air conditioning plant, garages, walls, gates, fences and cables servicing the Premises within their boundary and shall exclude those items defined as Contents in Section Three.
Business	The business described by You in the proposal form or other written information given to Us .
Consequential Loss	Damage , cost, expense or other financial liability incurred that is not directly attributable to the insured Event , including loss of market.
Contents	<ul style="list-style-type: none">• General office goods• Items specifically referred to in Section Three <p>Contents does not include Jewellery and/or Watches or anything specifically covered under any other section.</p>
Cost Price	The amount that You paid to acquire an item, including any buyer's premium, costs associated with transporting the item to Your Premises from the place of purchase and costs You have incurred in restoring or framing the item so as to bring it to a saleable condition.
Damage	Physical loss, damage or destruction which is sudden and unforeseen by You .
Deductible	An amount, as specified in Your Schedule , that We will deduct from each claim.
Depreciation	The reduction in value of an item caused directly by Damage to the item and arrived at with reference to the full insured value of the item as per the basis of Settlement in Section One and its condition prior to the Damage .
Economic Repair	Any repair that costs up to the value specified in the Schedule or up to the Market Value whichever is the lesser.
Employee(s)	<ol style="list-style-type: none">1) any person under a contract of service or apprenticeship with You.2) any labour master or person supplied by him or any person supplied by a labour only sub-contractor.3) any self employed person.4) any person hired to or borrowed by You.5) any person under a work experience scheme working for You in connection with the Business.



Definitions - continued

Endorsement	Additional terms and conditions, agreed by Us , being applied to the policy document which could amend or restrict cover.
Event	Any one or all Occurrences of a series arising out of one original cause. This shall include, for example, several Occurrences of injury including death, illness or disease, or Damage to physical property, relating to the same fault in design, manufacture, instructions for use or labelling, or attributable to supply of the same Products , or Products showing the same defect or the same action or failure to act, and shall be treated as one single Occurrence , irrespective of the number of injured parties, actual claimants or eligible claimants.
Extra Expenses	Expenses incurred solely to mitigate loss of Income .
Fittings	Items not permanently attached to the Building(s) and that can be removed without Damage .
Fixtures	Items permanently attached to the Building(s) .
Glass	Fixed glass in the frontage, windows, doors, fanlights, and display cases of Your Premises .
Heave	Upward movement of the ground beneath the Buildings as a result of the soil expanding.
Indemnity Period	The period beginning with the Occurrence of the Damage and ending not later than the number of months thereafter stated in the Schedule during which the results of the Business shall be affected in consequence of the Damage .
In the Open	Not in an area that can be locked or secured.
Income	Money received or receivable by You for goods sold and services provided in the course of Your Business plus VAT if not reclaimable.
Insured Person	Any director, principal, partner or Employee of Your Business .
Insured Property	All Buildings and other items insured under this policy.
Jewellery and/or Watches	Watches gemstones, pearls or items of gold or silver or other precious or semi-precious metal and/or articles comprising them, designed to be worn on the person.
Landslip	Downward movement of sloping ground.
Loss of Limb	Severance at or above the wrist or ankle.
Lot(s)	Any physical items of art or antiques offered for sale or sold by You described in the proposal form or other information provided by You to Us .
Loss of Use of Limb	Permanent loss of use of a hand, arm, foot or leg, certified by a Qualified Medical Practitioner .
Market Value	The price a willing buyer would pay to a willing seller with good title at the place the item(s) were located immediately prior to the loss after a reasonable period for marketing the Lot(s) , taking into account the state of the market for items of that type, the size, condition and provenance and if a work of art its position within the artist's body of work.



Definitions - continued

Money	Cash, uncrossed cheques, uncrossed bankers drafts, uncrossed postal and money orders, travellers' cheques, Business travel tickets, gift vouchers, unexpired units in franking machines, unused current postage stamps, and bills of exchange, which are either Your property or for which You are responsible and are held for Business purposes.
Named Location(s)	Locations specified in the Schedule .
Non-Negotiable Instruments	Crossed cheques, crossed bankers' drafts, crossed postal and Money orders, VAT purchase invoices, National Savings certificates, premium bonds, credit card and debit card sales vouchers, which are either Your property or for which You are responsible and are held for Business purposes
Occurrence	All Events arising out of and directly occasioned by one sudden, unexpected, unusual and specific Event occurring at an identifiable time and place. The duration and extent of an Event shall be limited to seventy two (72) consecutive hours and within a ten (10) mile radius and no Event occurring outside such period and/or radius shall be included in that Event .
Period of Insurance	The time for which this policy is in force as shown on Your Schedule .
Personal Possessions	Items customarily carried on or about the person.
Premises	The permanent Business address(es) specified in the Schedule , but not any outdoor part, outbuildings or the common parts of any leased or rented premises, unless cover on these is agreed by Us .
Product	Any commodity(ies) or good(s) or any thing(s) including packaging, containers and labels so supplied, hired out constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of You or any structure(s) constructed, erected or installed or contract work(s) executed by or on Your behalf in the course of the Business .
Qualified Medical Practitioner	A qualified medical or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice but does not include You or a member of Your family
Robbery	Where a person steals and immediately before or at the time of doing so and in order to do so, he/she uses force on any person, or puts or seeks to put any person in fear of being then and there subjected to force.
Schedule	The document showing Your details, the limits of liability and Deductibles , the Period of Insurance and notes any Endorsement(s) which may apply to this policy.
Selling Price	The price at which You offer an item for sale or, for sold items, the amount entered on Your sales invoice. Where used in the basis of valuation, selling prices must be detailed in Your stock records.
Settlement	Downward movement as a result of the soil being compressed by the weight of the Buildings within ten years of construction.
Subsidence	Downward movement of the ground beneath the Buildings other than by Settlement .



Definitions - continued

Subsidiary or Subsidiaries	As defined in Section 155 of the Companies Act 1963.
Temporary	For a period not exceeding ninety (90) days.
Temporary Total Disablement	Disablement, certified by a Qualified Medical Practitioner , which entirely prevents the Insured Person from engaging in their usual Business or occupation.
Territorial Limits	The territorial limits shown in the Schedule
Unattended Vehicle	Any road vehicle which does not have an adult actually inside it or upon it, whose responsibility it is to protect the art or Contents .
Vicinity	Within a radius of one mile.
War	Invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/Us/Our	The insurer specified in the Schedule
You/Your	The named insured(s) in the Schedule .

General conditions applying to all sections

1 Access

You must allow **Our** surveyor access to **Your Premises** on notice. **You** agree to carry out any requirements made by **Us** following that survey within the specified time frame. In the **Event** of a claim, **You** must allow **Our** claims representative or an appointed adjuster similar access.

2 Cancellation and Cooling-Off Period

i) **Your Right to Cancel during the Cooling-Off Period**

You are entitled to cancel this policy by notifying **Us** in writing or by email within fourteen (14) days of either:

- a) the date **You** receive this policy; or
- b) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim in which case the full annual premium is due

ii) **Your Right to Cancel after the Cooling-Off Period**

You are entitled to cancel this policy after the cooling-off period by notifying **Us** in writing or by email. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.



General conditions applying to all sections -continued

iii) Our Right to Cancel

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- a) any failure by **You** to pay the premium; or
- b) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- c) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

3 Dispute Resolution

If **We** and **You** are not able to agree any question of valuation, the dispute will be referred to an independent third party expert in the relevant field. If **We** and **You** cannot agree on an expert, then **We** and **You** must each propose a name and then **We** and **You** will be bound by the mid point between the valuations given by the two experts.

4 Reasonable Care

You must take all practicable steps and measures to protect the **Insured Property**, to maintain it in good and proper condition and to avoid and minimise any losses under the policy..

5 Governing Law and Jurisdiction

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by Irish law and subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

The language of this contract of insurance and all communications relating to it will be in English.

6 Information You have given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- e) treat this policy as if it never existed;
- f) decline all claims; and
- g) retain the premium.



General conditions applying to all sections -continued

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- i) treat this policy as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- 1) give **You** thirty (30) days' notice that **We** are terminating this policy; or
- 2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

7 Change in Circumstances

You must tell **Us** as soon as practicably possible of **You** becoming aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

You must tell **Us** at least fourteen (14) days before **You** start any conversions, extensions or other structural work to the **Buildings**.

When **We** are notified of a change or planned structural works **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the cancellation and cooling-off provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change or planned structural works it may affect any claim **You** make or could result in **Your** insurance being invalid.

8 Fraud

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (b) will not be liable to pay the claim; and
- (c) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (d) may by notice to **You** treat this policy as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant **Event** occurring after the time of the fraudulent act. A relevant **Event**



General conditions applying to all sections -continued

is whatever gives rise to **Our** liability under this policy (such as the **Occurrence** of a loss, the making of a claim, or the notification of a potential claim); and.

(ii) **We** need not return any of the premium paid.

9 Joint Insureds

The total amount that **We** will pay will not exceed the amount that **We** are liable for to any one insured as defined on the **Schedule**.

10 Packing and Transportation

You must ensure that the stock is securely and adequately packed in storage and whilst in transit so as to withstand the normal hazards associated with storage or transit. In the **Event** of breach of this condition, **We** shall have no liability under this policy, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

11 Premium Payment

You undertake that the premium will be paid in full to **Us** within 30 days of inception of this policy (or, in respect of instalment premiums, when due).

12 Protections Maintenance

- 1) **You** must ensure that all physical protections notified to **Us** are engaged whenever the **Named Location(s)** are left unattended and that all keys to all safes, strong rooms and final exit doors are removed. In the **Event** of breach of this condition, **We** shall have no liability under this policy, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred. **You** must ensure that all fire alarm and security systems notified to **Us** are activated whenever the **Named Location(s)** are left unattended. **You** must also advise **Us** as soon as soon as practicably possible if for any reason a system is not working properly. **We** may then vary the terms and conditions of this policy. All systems must be comprehensively and regularly serviced under contract by a reputable company at least annually. In the **Event** of breach of this condition, **We** shall have no liability under this policy, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.
- 2) Each external door must be kept locked even during opening hours unless such door is within the sight of at least one (1) **Employee** during opening hours and locked at all other times. In the **Event** of breach of this condition, **We** shall have no liability under this policy, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

13 Insurance Act 1936

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

14 Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999



General conditions applying to all sections -continued

15 Government Charges

The first premium includes any such charges.

16 Currency

The currency of all premiums, sums insured, limits of liabilities and **Deductibles** shown in this policy or **Schedule** or any subsequent renewal notice or **Endorsement** shall be treated as being Euro.

17 Lot(s) - Consignments (and Lot(s) given 'on approval')

For **Lot(s)** consigned to **You** for sale (or for **Lot(s)** that **You** give out 'on approval') **You** must issue a dated consignment note, failing which **We** will not be liable for any claim in respect of the **Lot(s)** other than **Your** legal liability therefore. Consignment notes must incorporate the following:

- i) the name of the consignee and consignor
- ii) a statement specifying which party will be responsible for any loss or **Damage**
- iii) a description of each **Lot** consigned
- iv) the consignment value of each **Lot** consigned, as agreed between **You** and the consignor, not to exceed the current **Market Value**.

Lot(s) must not be further consigned without **Your** prior authorisation or that of the owner of the **Lot**.

This condition does not apply to **Lot(s)** where the mid-estimate price prior to auction is less than EUR 1,500

18 Records

You must keep and maintain records of all **Lot(s)** consigned to **You**. These records must be available for inspection by **Us** or **Our** representatives at any time during the **Period of Insurance** or in the **Event** of a claim. **Lot(s)** not recorded are not covered under this policy.

This condition does not apply to **Lot(s)** where the mid-estimate price prior to auction is less than EUR 1,500

19 Minimum Standards of Security

You must ensure the following minimum level of security (or alternative security protections as agreed in writing by **Us**) is installed at the **Premises** and put into effect whenever the **Premises** is left unattended:

- a) the final exit door of the premises is to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621 A matching boxed striking plate must be fitted
- b) other external doors and all internal doors giving access to any part of the building not occupied by **You** are to be fitted with either:
 - i) a mortise deadlock which has 5 or more levers and/or confirms to BS3621 with a matched boxed striking plate as specified above; or



General conditions applying to all sections -continued

- ii) two key operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom
- c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks
- d) all opening external basement ground floor and other accessible (accessible being a window that can easily be reached such as a window adjacent to a flat roof or a fire escape balconies canopies or down pipes) windows fanlights rooflights and skylights are to be fitted with key operated window locks This requirement does not apply to windows protected by solid steel bars weldmesh or expanded metal grilles securely fixed to the brickwork surrounding the window.

20 Stillage

All stock in basements must be stored on pallets, shelving, racking or similar medium at least 150mm from floor level.

21 Third Parties

It is not the intention of this policy that any party except **Us** and **You** or other parties specifically covered by this policy should acquire any rights under or in relation to it nor be entitled to the benefit of any of its terms .

22 Enforceability

If any provision of this wording is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this wording which will remain in full force and effect.

23 Sanctions

We shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

24 Fair Processing Notice

This Privacy Notice describes how XL Insurance Company SE (for the purpose of this notice "**We**", "**Us**" or the "Insurer") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "**You**") when **We** are providing **Our** insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from **You** or from other parties about **You** in connection with this policy, will be used by the Insurer for the purposes of determining **Your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required by law to collect certain personal information about **You**, or as a consequence of any contractual relationship **We** have with **You**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **Your** personal information. Because **We** operate as part of a global **Business**, **We** may transfer **Your** personal information outside the European Economic Area for these purposes.



General conditions applying to all sections -continued

You have certain rights regarding **Your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of **Your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **You** have questions or concerns regarding the way in which **Your** personal information has been used, please contact: compliance@axaxl.com.

We are committed to working with **You** to obtain a fair resolution of any complaint or concern about privacy. If, however, **You** believe that **We** have not been able to assist with **Your** complaint or concern, **You** have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how **We** process **Your** personal information, please see **Our** full privacy notice at: <http://axaxl.com/privacy-and-cookies>.

Brokers, Intermediaries, Partners, Employers and Other Third Parties

If you provide **Us** with information about someone else, **We** will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how **We** collect, use, share and secure personal information when **We** provide our services as an insurance and reinsurance business.



Claims conditions applying to all sections

1 Notice of Loss

As soon as **You** become aware of any matter that may give rise to a claim under this policy, notice must be given to **Your** broker as soon as practicably possible to the police if a crime is suspected. **You** must as soon as practicably possible forward to **Us** any letter claim or legal document relating to a claim made against **You**. **You** must give **Us** such relevant information and evidence as may be required and must co-operate fully in the investigation or adjustment of any claim.

You must not admit liability or commence negotiations with any third party without **Our** written consent.

If the claim relates to loss or **Damage** caused by or while in the custody of a third party, **You** must as soon as practicably possible notify them in writing of the loss or **Damage** and of **Our** interest as **Your** insurer.

2 Costs and Expenses

Where provision is made in this policy for the insurance of costs and expenses, cover is limited to costs and expenses incurred:

- i) wholly by **You**;
- ii) solely in defence or mitigation of the relevant claim or liability;
- iii) with **Our** prior written consent;

3 Transfer of Ownership

Following payment of the full sum insured for any item, pair or set, title will pass to **Us** and **We** will have the right, but not the obligation, to take possession of the item, pair or set.

4 Subrogation

We may pursue in **Your** name but at **Our** expense, recovery of any amounts paid or payable under this policy. **You** shall give **Us** such assistance as **We** may require including **Your** agreement to commence proceedings. In the **Event** of a recovery, following subrogation, **Our** loss (including costs of recovery) will be reimbursed to **Us** prior to **You** being paid **Your Deductible and any excess**.

5 Right to Settle Claims with Third Parties

- a) For claims for property entrusted to **You**:

We may adjust losses with the owners of lost or damaged property for which **You** are claiming under this policy. If **We** pay such owners, such payments will satisfy **Your** claim against **Us** for the owners' property. **We** will not pay the owners more than their financial interest in the covered property or the sum insured in accordance with the applicable basis of Settlement for the claim under **Your** policy, whichever the lesser.

- b) For liability claims:

We shall have the right at any time to negotiate with any claimant and in the **Event** that **We** are able to settle the claim but **You** wish to continue to defend the claim, **You** must accept as full and final discharge of all **Our** liability under this policy (whether then known or unknown) payment to **You** of the amount **We** could have paid the claimant to settle the claim and any associated legal costs for which **We** are already liable at that point.



General exclusions applying to all sections

This policy does not cover:

1 loss, **Damage** or expense caused by or resulting from:

- (i) natural ageing, gradual deterioration, inherent, latent defect, rust or oxidation, moth or vermin, warping or shrinkage, mould, insects, fungus, mildew, corrosion, nature of the subject matter insured;
- (ii) aridity, humidity, exposure to light or extremes of temperature unless such loss or **Damage** is caused by storm, frost or fire or another sudden unforeseen **Event**;
- (iii) any process or, alteration, refurbishment; dismantling, restoration, decoration, heating, drying, cleaning, washing, or dyeing;
- (iv) **Damage** by **Subsidence, Heave, Landslip** or **landslide** caused by or consisting of:
 - (a) the **Settlement** or bedding down of structures which are less than ten (10) years old since completion;
 - (b) the **Settlement** or movement of made-up ground which is less than ten (10) years old since completion;
 - (c) coastal or river erosion;
 - (d) demolition, construction, structural alteration or repair of any property, groundwork or evacuation;
 - (e) faulty or inadequate construction, design or workmanship or the use of faulty materials;
- v) a wilful act by **You** or any person insured under this policy;
- vi) electrical or mechanical fault or breakdown. This exclusion shall not apply to loss or **Damage** resulting from the fault or breakdown other than to the equipment which suffers the breakdown;
- vii) lopping, topping or felling of trees and shrubs;
- viii) rising damp and rot;
- ix) the escape of water from inside tanks, apparatus or pipes unless the temperature of the water inside the **Building(s)** is maintained to at least 5 degrees Celsius or such equipment is drained and shut off at the mains supply to the **Building(s)**;
- x) confiscation, nationalisation, requisition or destruction of or **Damage** to the **Building(s)** by or under the order of any government or public or local authority;
- xi) theft or attempted theft from **Building(s)**, or part thereof, that has been lent or let to someone not insured hereunder unless entry is made using force or violence;
- xii) misuse of any property insured under this policy.
- xiii) the fraudulent use of a credit card or debit card to purchase stock from **You**, provided that this exclusion shall not apply to the first EUR 5,000 of any such loss due to the permanent withholding of funds by a provider of a merchant account as a result of such fraud.

2 loss, **Damage** or expense or liability directly or indirectly arising from, caused or contributed by or happening through or in consequence of:



General exclusions applying to all sections - continued

- (i) **War**
 - ii) nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
 - iii) seepage, pollution or contamination unless caused by a sudden, identifiable, unintended and unforeseen accident occurring and discovered within 30 days of the accident during the **Period of Insurance**;
 - iv) any incident or **Event** which happened prior to the commencement of this policy;
 - v) the transmission of any illness, disease or virus;
 - vi) **Building** work with a contract value in excess of EUR 37,500, unless **We** have agreed this in writing;
 - vii) the use, ownership or possession of any livestock or dog proscribed by law;
 - viii) Avian Influenza or any mutant variation thereof;
 - ix) theft, fraud or dishonesty committed by: a) any of **Your** directors, partners, **Employees**, agents or associates b) anyone to whom **Lots** are consigned or otherwise directly or indirectly entrusted or loaned.
- 3 fees and expenses incurred by **You** in the preparation of a claim.
 - 4 fines or penalties, punitive or exemplary damages of whatsoever nature.
 - 5 the cost of routine maintenance and decoration.
 - 6 any claim which is also covered under another policy or would be but for the existence of this policy.
 - 7 death or injury to any living creature (except under Section Six, Seven or Eight).
 - 8 items kept **In the Open**, unless specifically declared to **Us** as such and agreed by **Us** at the applicable premium.
 - 9 loss or shortage discovered while taking an inventory.
 - 10 **Damage to Lot(s)** unless it is entered in **Your** records.
 - 11 **Damage** at, or in transit to or from, any trade fair unless specifically notified to and agreed by **Us** in advance and detailed in the attached **Schedule**.
 - 12 **Damage to Lots** in or upon **Unattended Vehicles** except as may be covered under Section One.
 - 13 the amount of the **Deductible** stated in the **Schedule** for each and every loss.
 - 14 **Damage to Insured Property** at a hotel unless kept in the hotel's main safe or in **Your** actual personal possession or that of **Your Employee** or agent.
 - 15 **Damage to Jewellery & Watches**, unless **We** agree cover in writing.



General exclusions applying to all sections - continued

- 16 mysterious disappearance or unexplained loss.
- 17 **Consequential Loss** unless covered elsewhere under this policy
- 18 **Your** or another party's insolvency, scheme of arrangement or similar arrangement.
- 19 loss, **Damage**, injury, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **Act of Terrorism** regardless of any other cause or **Event** contributing concurrently or in any other sequence to the loss.
- 20 loss, **Damage**, injury, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**
- 21 loss, **Damage**, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

This exclusion does not apply to the cover provided by (3) Data Protection Act 1988 and Data Protection Act 2003 and (4) General Data Protection Regulation under the Additional Coverages to the Public and Products Liability Section.

- 22 Compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules or legislation including the Data Protection Act 2018, whether **Your** liability arises directly or indirectly.

This exclusion does not apply to the cover provided by (3) Data Protection Act 1988, Data Protection Act 2003 and (4) the General Data Protection Regulation under the Additional Coverage to the Public and Products Liability Section.

- 23 Subject to (i) and (ii) below, loss, **Damage**, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

Subject always to all the terms and conditions of the policy to which this clause attaches, this insurance covers physical loss or physical damage to the property insured caused by or contributed to by or arising from the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

- i) It is understood that this exclusion shall not apply to an otherwise covered **Damage** to the property insured caused by a Targeted Cyber Attack. The burden of proving cover under this write-back shall be on the Insured.

For the purpose of this exclusion, Targeted Cyber Attack means the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system where the motive is to inflict harm solely on (or upon) the Insured or the Insured's property.

- ii) Property insured by this policy does not include electronic data, unless and to the extent that this is expressly stated otherwise elsewhere in this policy.

- 24 Notwithstanding any provision to the contrary within this policy, this policy does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.



General exclusions applying to all sections - continued

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- iii) the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.



Section One: Lots

We will pay, subject to the applicable **Deductible** stated in the **Schedule**, for **Damage** to or loss of **Lot(s)** up to the total sum insured as detailed in the attached **Schedule** occurring during the **Period of Insurance** while at the **Named Location(s)**, or while removed for a **Temporary** period, and within the **Territorial Limits** stated in the **Schedule**.

Despite General Exclusion 12, **We** will pay up to EUR 15,000 each loss **Lot(s)** in all for the **Period of Insurance** from **Unattended Vehicles**, providing the vehicle is locked and alarmed and **Lot(s)** are not visible from the outside.

Basis of Settlement for Section One: Lot(s) Only

- 1) In the **Event** of a total loss, the basis of Settlement will be:
 - i) for **Lot(s)** which belongs to **You**, the basis specified in the **Schedule**;
 - ii) for **Lot(s)** sold but not delivered to or collected by the purchasers, the hammer price, excluding all fees, charges and commissions;
 - iii) for specified **Lot(s)** for which **You** and **We** have agreed a value in writing, the **Agreed Value**;
 - iv) for **Lot(s)** prior to auction, the catalogue mid-estimate or **Market Value**, whichever is the lesser.
- 2) In the **Event** of partial **Damage** to any **Lot(s)**, the amount payable shall be the cost and expense of restoration plus any resulting **Depreciation** in value but not exceeding the full insured value of that **Lot(s)** as calculated under 1. above.

In no **Event** will **We** be liable for more than the total sum insured stated in the **Schedule**.

Any disagreements as to the **Market Value** are to be resolved in accordance with the Disputes Resolution Clause in the General Conditions to the policy.

- 3) Undervaluation; If, at the time of the **Damage**, the **Lot(s)** sum insured is less than the insurable amount, the amount otherwise payable shall be proportionally reduced.



Section Two: Defective Title

Subject to the applicable **Deductible** stated in the **Schedule**, **We** will cover **You** for:

- 1) claims made against **You** arising from the purchase of stock for which the vendor had defective or no title, or on which a charge or encumbrance had been placed prior to the purchase, of which **You** were not aware and should not have been aware after reasonable enquiry;
- 2) any liability **You** incur for interest arising out of the claim;
- 3) **Your** own legal costs;
- 4) **Your** liability for another party's legal costs arising out of the defective title.

Providing always that:

- i) the purchase was made after the date **You** first insured **Your Business** with **Us** under this policy or a previous policy of which this is a renewal;
- ii) the claim is made against **You** during the **Period of Insurance**;
- iii) **You** do not commence any litigation or other legal process without **Our** written consent and **You** inform **Us** as soon as practicably possible upon becoming aware of any title issues and do not initiate or respond to any related letter or other communication without **Our** written consent;
- iv) **We** have the right to take over the conduct of the litigation if **We** wish and settle on such terms as the relevant lawyer advises are reasonable;
- v) if **You** are required to relinquish possession of the **Lot(s)** to another party, **We** will pay the hammer price, excluding all fees, charges and commissions;
- vi) if **You** are required to pay another party's legal costs **We** will pay, a maximum of EUR 15,000.

Our maximum liability under this section is subject to the limit (per claim and in all for the **Period of Insurance**) stated on **Your Schedule**. Where there is no limit on the **Schedule**, **Our** maximum liability under this section will be EUR 15,000 in total per claim and in all for each **Period of Insurance**.



Section Three: Contents

Subject to the applicable **Deductible** stated in the **Schedule**, in the **Event of Damage** to **Contents** at **Your Building(s)** during the **Period of Insurance** (or while removed for a **Temporary** period) **We** will pay the cost of **Economic Repair** or, if the **Contents** are lost or **Damaged** beyond **Economic Repair**, replacement cost which will be either: a) the amount in any listing attached to the **Schedule** or b) if not individually listed **We** will pay the replacement value as new immediately prior to loss.

Additionally, **We** will pay, following **Damage** during the **Period of Insurance**:

- 1) **Loss of Money**, not exceeding EUR 7,500 per **Occurrence** or loss of **Non-Negotiable Instruments**, not exceeding EUR 375,000 per **Occurrence** and in all in the **Period of Insurance**, providing that such **Money** and instruments are kept in a locked safe when unattended and outside of **Business** hours.
- 2) The cost of reproducing data or records not exceeding EUR 7,500 per **Occurrence**, providing all data is backed up at least once a week and off-site back up copies are retained.
- 3) The cost of tracing and accessing a leak from **Your Building's** permanent internal plumbing or heating system.
- 4) The cost of loss of metered water, up to a maximum of EUR 4,500 per **Occurrence**.
- 5) Replacement of keys to external doors, windows, safes or security systems that are lost or stolen, up to EUR 4,500 per **Occurrence**.
- 6) Debris removal and clean up costs, up to EUR 15,000 per **Occurrence**.

In no event will **We** be liable for more than the total sum insured stated in the **Schedule**.

If any one item of **Contents** has a value of over 25% of the total sum insured under this **Contents** section, that item must be separately disclosed to **Us** failing which it will not be insured under this section.

If, at the time of the **Damage**, the sum insured for **Contents** is less than the replacement value of **Contents**, the amount **We** will pay will be proportionally reduced.



Section Four: Business Interruption

Subject to the applicable **Deductible** stated in the **Schedule**, **We** will pay for

- **Loss of Income**
- **Extra Expenses**

incurred by **You** as a result of a complete cessation of trade in the whole or part of **Your Business** that is wholly caused by any of the following unforeseen **Events** occurring at or in the **Vicinity** of **Your Named Location(s)** during the period of this insurance:

- 1) **Damage** from a cause that is not excluded under the General Exclusions or under Sections One or Five of this policy;
- 2) the closure of **Your Premises** by a Local Authority due to defects in drains or other sanitary arrangements;
- 3) accidental **Damage** to the property of any provider of electricity, gas, water or telecommunications to **You** in relation to the **Buildings** at the **Named Location(s)**.
- 4) **Damage** to the property of any provider of electricity, gas, water or telecommunications to **You** in relation to the **Buildings** at the **Named Location(s)**.

Basis of Settlement for Section Four: Business Interruption Only

We will pay:

- 1) the Income that **You** would have received during the **Indemnity Period** stated in the **Schedule** but for the complete cessation of trade less the **Income** **You** actually receive during the **Indemnity Period** stated in the **Schedule**;
- 2) **Extra Expenses**;
- 3) professional accountants' fees or charges incurred in calculating **Your** claim.

Less:

- a) **Business** expenses or charges reduced or eliminated due to complete cessation of trade;
- b) any uplift on the **Cost Price** of lost or damaged stock **We** have paid or will pay **You** under this policy;
- c) any Income from stock sold or services performed by others acting on **Your** behalf during the **Indemnity Period** stated in the **Schedule** away from **Your** affected **Premises** for **Your** benefit.

Determination of the **Income** **You** would have received in the **Indemnity Period** stated in the **Schedule** shall be based on the **Income** received by **You** annually using an average of the previous three years or, if **Your Business** is in its first year, the Income of similar businesses in the same period in the same locality.

If the total sum insured under this section as stated in the **Schedule** is less than **Your Income**, based on the formula above, for the period immediately prior to the complete cessation of trade that equates to the **Indemnity Period** stated in the **Schedule**, then the amount payable under this section shall be proportionately reduced.

In no **Event** will **We** be liable for more than the total sum insured stated in the **Schedule**.

No claim is payable under this policy for any period after **Your Business** or any part thereof becomes either insolvent or is permanently discontinued without **Our** written consent.



Section Five: Building(s)

Subject to the applicable **Deductible** stated in the **Schedule**, in the **Event of Damage** to **Building(s)** at the **Named Location(s)** listed on the **Schedule** during the **Period of Insurance**, **We** will pay up to the total sum insured as stated in the **Schedule**, for the actual costs incurred in rebuilding.

These costs being the reinstatement and/or restoration of the damaged **Building(s)** to a condition substantially the same as but not better or more extensive than the **Building(s)** condition immediately before the **Damage**, providing always that the work is carried out without delay and in any event within one year of the **Damage** occurring. If delay beyond one year is caused by reasons beyond **Your** control **We** will have the option to decide whether to pay the costs.

If **You** wish to have reinstatement and/or restoration with original materials this will be subject to payment of an additional premium at inception of the policy. Where **Damage** is to architectural details which are specified in the **Agreed Value Schedule**, (such as stone carvings, chimney pieces and period panelling), **We** will pay up to this **Agreed Value**.

We will also pay, following **Damage** to the **Building(s)** during the **Period of Insurance**, for:

- 1) architects', surveyors', consulting engineers' and legal fees and wholly incurred in connection with the rebuilding;
- 2) dismantling, demolition, debris removal and shoring up costs;
- 3) the cost of complying with any Government or Local Authority requirement following **Damage**, providing notice was not served on **You** to comply with such requirement prior to the **Damage** occurring.

Liability under this sub-section shall not exceed 20% of the sum insured of the damaged **Building(s)**.

Specific Condition Applicable to Section Five: Buildings in Addition to the General Conditions of the Policy

1) Undervaluation

Where, following **Damage**, the cost of rebuilding exceeds the sum insured for the **Buildings** by more than 15%, **We** may reduce the amount **We** pay by the proportion of the undervaluation.

We will not do this:

- i) where **You** have had a professional **Buildings** valuation carried out within the last ten years and the valuation has been index-linked to the retail price index to calculate the present sum insured;
- ii) to any historical architectural details that are specified in **Agreed Value Schedule**.

Specific Exclusions Applicable to Section Five: Buildings in Addition to the General Exclusions to the Policy

We will not pay for loss, **Damage**, liability or expenses caused by or resulting from:

- 1) demolition, alteration, extension or repair to the **Building(s)**;
- 2) frost, except to fixed tanks, apparatus or pipes;
- 3) storm or flood **Damage** to gates and fences;
- 4) any explosion of a boiler or other plant not inspected by a RGII (Register of Gas Installers of Ireland) registered engineer within the last year belonging to **You** or under **Your** control, but this exclusion shall not apply to domestic boilers nor to **Damage** by fire resulting from explosion.



Section Six: Employer's Liability

Subject to the applicable **Deductible** stated in the **Schedule**, **We** will provide cover to **You** against legal liability for compensation and claimants' costs and expenses in respect of injury including death, illness and disease caused during the **Period of Insurance** to any **Employee** and arising out of and in the course of his employment by **You** in the **Business** within the Republic of Ireland provided that any action for compensation is brought against **You** in a Court of Law in the Republic of Ireland.

We will also cover **You** in respect of:

- 1) the payment of solicitors fees for representation at any coroner's inquest or fatal inquiry or proceeding, in any court, arising out of any alleged breach of statutory duty, resulting in injury including illness or disease which may be the subject of cover under this section;
- 2) all other costs and expenses in relation to any matter which may form the subject for a claim under this section incurred with **Our** written consent.

Our liability for all compensation payable by **You** under this section to any claimant or number of claimants in respect of any one claim or series of claims arising out of one cause including costs and expenses as stated in 1) and 2) any one loss shall not exceed EUR 15,000,000.

Where **We** are liable to cover more than one party, the total limit of liability shall not exceed EUR 15,000,000.

Specific Exclusions To Section Six: Employer's Liability Replacing the General Exclusions to the Policy

This section does not apply to or include cover for or arising out of or relating to:

Asbestos

the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss or in respect of that part of any property insured by this policy which consists of asbestos.

Cyber

any actual or alleged loss, **Damage**, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, fee, expense or any other amount incurred by or accruing to **You**, including for example any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a) an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
- b) a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
- c) a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;

involving access to, processing of, use of or operation of any computer system or any data by any person or group of persons.

Data Protection

compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules or legislation including the Data Protection Act 2018, whether **Your** liability arises directly or indirectly.



Section Six: Employer's Liability - continued

Known Prior Circumstances

circumstances which **You** or the person insured knew or ought to have known was likely to give rise to a claim prior to the inception date of this policy.

Liquidated Damages

liquidated damages clauses, penalty clauses, performance warranties or similar provision in a contract unless it is proven that liability would have attached in the absence of such clauses, warranties or similar provisions.

Nuclear and War

any of the following:

- a) **War**;
- b) discharge, explosion, or use of a weapon of mass destruction (whether or not employing nuclear fission or fusion), or chemical, biological, radioactive or similar agents, by any party at any time for any reason.

Punitive Damages

any award of punitive or exemplary damages including fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.

Radioactive Contamination

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

Offshore

any work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform.

Road Traffic Act

legal liability in respect of which compulsory insurance or security is required to be arranged under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order

Specific Conditions to Section Six: Employer's Liability in Addition to the General Conditions to the Policy

1) Reasonable Precautions

You at **Your** own expense shall:

- i) take reasonable steps to prevent any **Occurrence** which may give rise to liability under this section and to maintain all **Buildings**, furnishings, ways, works, machinery, plant, and vehicles in sound condition and to act in accordance with all statutory obligations and regulations;
- ii) as soon as possible after discovery, cause any defect or danger to be made good or remedied;



Section Six: Employer's Liability - continued

iii) and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

2) Other Insurance

If at the time any claim arises under this section there is any other insurance covering the same liability, We shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

Memorandum To Section Six: Employer's Liability (Subject Otherwise to the Terms of this Section)

Memorandum A – Employer's Liability Terrorism Sub-Limit

Despite anything contained herein to the contrary, the cover **We** provide in respect of injury including death, illness, disease directly or indirectly caused by, resulting from or in connection with any **Act of Terrorism**, regardless of any other cause or **Event** contributing concurrently or in any other sequence to the loss, shall be EUR 7,500,000 any one claim or series of claims.

This memorandum also applies to injury including death, illness, disease directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing suppressing or in any way relating to any **Act of Terrorism**.



Section Seven: Public and Products Liability

Subject to the applicable **Deductible** stated in the **Schedule**, **We** will provide cover up to EUR 7,500,000 any one **Event** but limited to EUR 7,500,000 for all **Events** occurring during the **Period of Insurance** in respect of **Products**

- 1 against legal liability for compensation in respect of
 - i) accidental injury including death, illness and disease to any person;
 - ii) accidental **Damage** to physical property;
 - iii) accidental obstruction nuisance or trespass

occurring during the **Period of Insurance** in the **Territorial Limits** stated in the **Schedule** and caused in connection with the **Business**.

In respect of an **Event**, all claims shall be deemed to have occurred at the point in time when the first of the claims occurred provided that any insurance subsequent to the date of **Occurrence** as above shall exclude cover in respect of any claims arising out of such **Event**.

- 2 against legal liability for claimants' costs and expenses in connection with 1 above.
- 3 in respect of
 - i) the payment of solicitor's fees for representation at any coroner's inquest or fatal inquiry or proceedings in any court arising out of any alleged breach of statutory duty resulting in any **Occurrence** specified in 1 above which may be the subject of cover under this section;
 - ii) all other costs and expenses in relation to any matter which may form the subject for a claim under 1 above; incurred with **Our** written consent.

Our liability for all sums payable under this section to any one **Event** shall not exceed EUR 7,500,000 any one **Event** but shall be limited to EUR 7,500,000 for all **Events** happening during any **Period of Insurance** in respect of **Products**.

Where **We** are liable to cover more than one party, the total amount of liability shall not exceed EUR 7,500,000 any one **Event** but shall be limited to EUR 7,500,000 for all **Events** happening during any **Period of Insurance** in respect of **Products**.

Specific Exclusions to Section Seven: Public and Products Liability in Addition to the General Exclusions to the Policy

We shall not be liable for any claim under this section:

- 1 for injury including death, illness or disease to any **Employee** arising out of and in the course of his employment or engagement by **You** in the **Business**;
- 2 arising out of the ownership possession or use by **You** or on **Your** behalf of any
 - i) mechanically propelled vehicle other than legal liability arising out of:
 - a) the use of such vehicle as a tool of trade;
 - b) the use of plant at the **Premises**;
 - c) the loading or unloading of any vehicle;



Section Seven: Public and Products Liability - continued

except where cover is provided by any motor insurance contract or where insurance or security is required by law.

- ii) craft designed to travel on or through water, air or space other than watercraft up to twenty (20) feet in length and pontoons which are not more specifically insured;
- 3 arising out of or in connection with advice design or specification given for a fee;
- 4 in respect of **Damage** to physical property owned by or in the care, custody or control of **You** or any **Employee** other than
- i) **Employees'**, directors', partners' or visitors' personal effects including vehicles and their **Contents**;
 - ii) **Premises** and their **Contents** not owned by or leased or rented to **You** at which **You** are undertaking work in connection with the **Business**;
- 5 in respect of:
- i) **Damage** to any **Product**;
 - ii) the costs of replacement reinstatement rectification repair recall of any **Product** caused by any defect therein or the unsuitability thereof for its intended purpose;
- 6 for liability assumed by **You** under agreement in connection with any **Product** where such liability would not have attached in the absence of any agreement;
- 7 for pecuniary loss, cost or expense not arising out of injury including death, illness or disease to any person or **Damage** to physical property;
- 8 of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
- i) Asbestos, asbestos fibres, asbestos dust, any materials containing asbestos or any refractory ceramic fibres;
 - ii) Dioxins or Furans;
 - iii) Polychlorinated Biphenyls (PCBs)

Provided that this exclusion shall not apply to actual or alleged injury including death, illness or disease or **Damage** to physical property where such injury including death, illness or disease or **Damage** to physical property is not related to the asbestos or refractory ceramic fibres or content of **Buildings**, structures, goods, materials or **Products**;

- 9 in respect of injury including death illness or disease to:
- i) any person arising out of any:
 - a) refusal to employ that person;
 - b) termination of that person's employment;
 - c) employment related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person;



Section Seven: Public and Products Liability - continued

- ii) the spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment related practices described above is directed;

This exclusion applies

- 1) whether **You** may be liable as an employer or in any other capacity ;
- 2) to any obligation to share **Damages** with or repay someone else who must pay **Damages** because of such injury including death, illness or disease.

Additional Coverage to Section Seven: Public and Products Liability (all of which is Subject Otherwise to the Terms of this Section and the Policy)

1 Health and Safety at Work - Legal Defence Costs

We will provide cover to **You** up to a limit of EUR 375,000 during any one **Period of Insurance** in respect of legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Safety, Health and Welfare at Work Act 2005 or similar legislation.

Provided that:

- i) the proceedings relate to:
 - a) the health safety and welfare of any person other than an **Employee** and;
 - b) an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**;
- ii) the indemnity will not apply:
 - a) to fines or penalties of any kind;
 - b) where indemnity is provided by any other insurance;
 - c) to proceedings consequent upon any deliberate act or omission.

2 Food Standards Act and European Communities (General Product Safety) Regulations - Legal Defence Costs

We will provide cover to **You** in respect of legal costs and expenses incurred with **Our** written consent up to a limit of EUR 375,000 during any one **Period of Insurance** in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of The Food Standards Act, 1974 and any regulations made thereunder, as may be amended from time to time and The European Communities (General **Product** Safety) Regulations, 2004.

Provided that:

- i) the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**;
- ii) the cover will not apply:



Section Seven: Public and Products Liability - continued

- a) to fines or penalties of any kind;
- b) where cover is provided by any other insurance;
- c) to proceedings consequent upon any deliberate act or omission.

3 Data Protection Act 1988 and Data Protection Act 2003

We will provide cover to You up to a limit of EUR 375,000 any one **Period of Insurance** for Your legal liability to pay compensation under the Data Protection Act 1988 and Data Protection Act 2003 arising from an **Event** happening during the **Period of Insurance** in connection with the **Business**.

Provided that that the cover will not apply

- i) in respect of the recording or provision of data for reward or to determine financial status;
- ii) if You have not registered under the Act or had Your registration refused;
- iii) arising out of Your provision of services as a data processor;
- iv) in respect of fines or penalties of any kind;
- v) to proceedings consequent upon any deliberate act or omission.

4 General Data Protection Regulation

Subject to the policy terms, exclusions and conditions this policy is extended to cover the **Insured Person** for legal liability in respect of any claim for compensation as a result of injury and/or **Damage** under Article 82 of the General Data Protection Regulation (EU) 2016/679.

Cover in respect of such claims shall be available only under the terms and conditions of this extension and nowhere else in this policy.

For the purposes of this extension non-material **Damage** which is the subject of such claim shall be considered as injury and will be treated as having occurred when the claimant first had knowledge or alleges that they had knowledge of the **Event** giving rise to that injury.

This extension applies where claims are made against the **Insured Person** during the **Period of Insurance** arising from injury and/or **Damage** occurring on or after the start of this policy or the retroactive date specified in the **Schedule** if there is one and before the expiry date of the policy. If a circumstance occurring subsequent to the start of this policy or the retroactive date if there is one and before the expiry date of the policy is notified to the insurer in accordance with Notice of Loss condition, We will not deny any subsequent claim arising out of that circumstance solely because the claim was made after the expiry date of the policy.

Our liability under this extension shall be limited to EUR 75,000 any one **Occurrence** and in the aggregate, inclusive of defence costs, which shall be a part of and not in addition to the limit of liability stated in the **Schedule**.

The excess under this extension shall be 10% of each claim subject to a minimum of EUR 1,500 and shall be applicable to defence costs.



Section Seven: Public and Products Liability - continued

Additional Exclusions

This extension shall not provide cover:

- a) against liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this policy if the result could have been expected having regard to the nature and circumstances of such act or omission;
- b) for the costs of replacing, reinstating, rectifying or erasing any Personal Data, as defined in General Data Protection Regulation (EU) 2016/679;
- c) against liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person; or
- d) against liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.

Fee Payment Condition

We shall be entitled to refuse to pay any claim under this section in its entirety if **You** have not paid any fees required to be paid by any data protection authority.

5 Contingent Motor (Non-owned Vehicles)

Despite Exclusion 2 to this section, **We** will cover **You** and no other party or person in the terms of this policy in respect of legal liability for injury including death, illness or disease or **Damage** to physical property as defined arising out of the use of any motor vehicle not the property of nor provided by **You** and being used in connection with the **Business** within the **Territorial Limits** stated in the **Schedule**

We shall not be liable for

- i) injury including death, illness or disease or **Damage** to physical property arising while such vehicle is being driven by any person who to **Your** knowledge does not hold a licence to drive or is disqualified from holding or obtaining such a licence;
- ii) **Damage** to any such vehicle or its **Contents**

Provided that **You** are not entitled to cover under any other policy.

6 Tenant's Liability

Provided that **You** are not entitled to cover under any other policy, and despite Exclusion 4 to this section, **We** will cover **You** against legal liability for compensation and associated claimant's costs and expenses in respect of accidental **Damage** to **Premises** and their **Fixtures** and **Fittings** leased or rented to **You** except for legal liability which attaches by virtue of agreement and would not have attached in the absence of the agreement.

However **We** shall only cover **You** in respect of accidental **Damage** which is caused directly by fire, lightning, explosion or aircraft.



Section Seven: Public and Products Liability - continued

Specific Conditions to Section Seven: Public and Products Liability in Addition to the General Conditions of the Policy

1 Reasonable Precautions

You at **Your** own expense shall:

- i) take practicable steps to prevent any **Occurrence** which may give rise to liability under this section and to maintain all **Buildings**, furnishings, ways, works, machinery, plant and vehicles in sound condition and to act in accordance with all statutory obligations and regulations;
- ii) as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

2 Discharge of Liability

We may at any time pay to **You** EUR 7,500,000 for all **Events** happening during any **Period of Insurance** in respect of **Products** in connection with any claim or series of claims (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims.

3 Other Insurance

If at the time any claim arises under this section there is any other insurance covering the same liability, **We** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.



Section Eight: Personal Accident – Assault

All payments under this section are subject to the applicable **Deductible** stated in the **Schedule**.

If an **Insured Person** suffers **Bodily Injury** solely and directly as a result of a **Robbery** or attempted **Robbery** in the course of **Your Business**, within the **Territorial Limits** stated in the **Schedule** during the **Period of Insurance**, **We** will pay compensation as follows:

In the Event of:

- 1) Death occurring within 24 calendar months as a direct result of the **Bodily Injury** EUR 37,500 (lump sum)
- 2) **Loss of Limb** or **Loss of Use of Limb** occurring within 24 calendar months as a direct result of the **Bodily Injury** (lump sum) EUR 37,500
- 3) Total and irrecoverable loss of all sight in one or both eyes, occurring within 24 calendar months as a direct result of the **Bodily Injury** EUR 37,500 (lump sum)
- 4) For any period up to a maximum of one hundred (100) weeks of **Temporary Total Disablement** (payable monthly) EUR 150/week

Specific Conditions and Exclusions Applicable to Section Eight: Personal Accident – Assault in Addition to the General Conditions and Exclusions of the Policy

- 1) Compensation will not be payable for the same individual for **Bodily injury** arising out of the same incident under more than one of the above sub sections. In the **Event** that two or more of the above sub sections apply following the same incident, **We** will pay for the one with the highest applicable compensation value.
- 2) **We** will not be liable for **Bodily injury** arising from or influenced by any pre-existing physical defect or infirmity or the medical condition of any **Insured Person** or resulting from pregnancy or childbirth.
- 3) **We** will not be liable for **Bodily injury** arising from an **Insured Person's** complicity in the **Robbery** or attempted **Robbery**.
- 4) The benefits under this section are not assignable. All payments under this section will be made to **You** and **Your** receipt shall be a discharge to **Us** unless **You** request that the payment be made direct to the **Insured Person** when his/her receipt shall be a discharge to **Us**.
- 5) **We** shall not be liable to pay compensation unless **Our Qualified Medical Practitioner** is/are permitted to make at **Our** expense an examination of the **Insured Person** as often as **We** deem necessary and all evidence relating to the **Bodily injury**, including medical reports, certificates or other information must be provided to **Us** by **You** at **Your** expense in such form as **We** may prescribe.
- 6) In connection with any claim, an **Insured Person** must, if required, submit him/herself to medical examination at **Our** expense and all evidence including medical reports, certificates or other information must be furnished by **You** at **Your** expense in such form as **We** may prescribe.
- 7) The **Insured Person** must as soon as practicably possible after the **Bodily injury** obtain and follow the advice of a **Qualified Medical Practitioner**. **We** will not be liable for any consequences of the **Insured Person's** failure to obtain and follow such advice and treatment as may be prescribed.



Complaints Procedure

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the policy or the handling of a claim please contact **Your** broker through whom this policy was arranged.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Department

XL Catlin Services SE, UK Branch

20 Gracechurch Street

London

EC3V 0BG

United Kingdom

Telephone Number: **+44 (0)20 7743 8487**

Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on **Our** behalf in the administration of complaints.

The complaint will be acknowledged, in writing, within 5 (five) business days of it being made.

If **You** remain dissatisfied after the Complaints Department has considered the complaint or a final decision has not been received within forty (40) business days, **You** can refer the complaint to the Financial Services and Pensions Ombudsman at:

Financial Services and Pensions Ombudsman

Lincoln House

Lincoln Place

Dublin 2

D02 VH29

Ireland

Email: info@fspo.ie

Telephone Number: **+353 1 567 7000**

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Insurance Company SE is the Financial Services and Pensions Ombudsman, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>



Insurance Guarantee Scheme

Depending upon where in the EEA You and/or the insured risk is located there may be a local scheme that applies. Where a scheme is available in an EEA member state it may cover only limited types of insurance (e.g. compulsory motor cover) although some jurisdictions have wider schemes. More information on the availability of national insurance guarantee schemes is contained in the paper prepared by the European Insurance and Occupational Pensions Authority dated July 2018 https://eiopa.europa.eu/Publications/Consultations/EIOPA-CP-18-003_Discussion_paper_on_resolution_funding%20and.pdf.



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