



Zurich Barristers Professional Indemnity

Policy Document



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The Contract of Insurance

Zurich Barristers Professional Indemnity Insurance

The policy, schedule and any endorsements should be read as if they were one document. The policy is a legal contract between the **Insurer** and the **Insured (as hereinafter defined)**.

The **Insurer** will insure the **Insured** under those sections shown in the schedule during any Period of Insurance for which the **Insurer** has accepted the **Insured's** premium provided all the terms and conditions of the policy are kept.

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 **Insured's** right to recover under this policy.

For your own protection the **Insured** is recommended to read your policy and all its Conditions to ensure that it is in accordance with the **Insured's** intentions. The **Insurer** would draw the **Insured's** attention specifically to the Exclusions section of the policy.

The **Insurer** has agreed to provide policy cover, and have calculated the applicable premium, based on information provided by the **Insured** or on the **Insured's** behalf 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**.

Zurich Insurance Europe AG

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 pending) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

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

This is a legal document and should be kept in a safe place.

If these documents do not meet your needs please return all documents to us or your broker or agent.

Professional Indemnity Insurance

Terms and Conditions

Notice: this policy covers only claims or losses made and notified to the insurer during the period of insurance.

Definitions

Certain words in this policy have special meanings. These meanings are given below and apply where the words appear in **bold**.

For the purpose of this policy:

1. Claim means

- (a) service of a claim form, counterclaim, other additional claim application notice, notice of appeal, witness summons or similar legal document including an application for any related injunction; or
- (b) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman; or
- (c) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the **Insured**.

2. Computer System means

Computer hardware and software and the electronic data stored thereon including associated input and output devices, data storage devices, networking equipment, components, firmware and electronic back up facilities including systems available through the internet, intranets, extranets or virtual private networks. Computer System also means any of the foregoing that are part of an Industrial Control System.

3. Continuing Restrictive Condition means

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).

4. Data Protection Law means

Any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

5. Defence Costs means

all costs and expenses which are incurred by the **Insurer** or by the **Insured** with the **Insurer's** written consent in connection with the defence, investigation or settlement of any **Claim** made against the **Insured** and in connection with any circumstances which might give rise to a **Claim**.

6. Documents means all

- (a) documents (excluding any bearer bonds, coupons, bank or currency notes or other negotiable instruments);
- (b) computer systems records

belonging to the **Insured** or for which the **Insured** is responsible.

7. Electronic Data means

information stored or transmitted in digital format. **Electronic Data** does not include software or digital currency and/or cryptographic key material providing access to digital currency systems.

- 8. Security Event means**
- (a) any unauthorised, corrupting or harmful software, code or program specifically designed to erase or corrupt **Electronic Data**, or damage or disrupt any network or **Computer System** or circumvent any security product or service including but not limited to computer viruses, Trojan horses, worms and logic bombs.
 - (b) unauthorised access to or use of a **Computer System**, other equipment or component or system or item which processes, stores, transmits, retrieves or receives data.
 - (c) any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.
- 9. The Insurer means**
Zurich Insurance Europe AG ("Zurich")
- 10. Employee means**
any natural person under a contract of service or apprenticeship with the **Insured** or under a work experience or similar scheme and working for the **Insured** in connection with the **Insured Practice** while under the **Insured's** direct control or supervision.
- 11. Excess means**
the amount stated in this policy, the schedule or any endorsement to this policy for which the **Insured** is responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.
- The **Excess** shall not apply to **Defence Costs**.
- 12. Insured means**
the individual barrister stated in the schedule as the insured and shall not mean the General Council of the Bar.
- In the event of the **Insured's** death the **Insurer** shall indemnify the **Insured's** legal personal representatives against all claims in respect of which the **Insured** would have been entitled to be indemnified hereunder.
- 13. Insured Practice means**
the **Insured's** practice as a barrister.
- 14. North America means**
the United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof.
- 15. North American Claim means**
each and every **Claim** brought against the **Insured** in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (whether for enforcement of judgement or otherwise) or in which it is contended that the laws of any county, state or political subdivision in North America should apply.
- 16. Proposal means**
any signed proposal form and/or statement of fact declaration and any information supplied by or on behalf of the **Insured** in addition thereto or in substitution thereof.
- 17. Terrorism means**
any act of any person or group, whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto of any nation, designed to overthrow or influence by force or violence the government de jure or de facto of any nation or, in pursuit of political, religious, ideological or similar purposes, to intimidate the public or a section of the public of any nation.
- 18. War Risks means**
war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Interpretation

In this policy:

1. the singular includes the plural and vice versa
2. the male gender includes the female and neutral genders
3. references to any act or law include any rules or regulations promulgated thereunder and any re-enactment, replacement, amendment or modification thereof in whole or part and whether before or after the date of this policy
4. the use of headings and sub-headings is for ease of reference and is not intended to be construed as an aid to interpretation.

Insurance Clauses

1. **Civil Liability**

The **Insurer** will indemnify the **Insured** up to the limit of indemnity specified in the schedule in respect of **Claims** first made against the **Insured** and notified to the **Insurer** during the period of insurance in respect of any civil liability (including liability for wasted costs orders and claimant's costs and expenses) incurred in connection with the conduct of the **Insured Practice**.

2. **Defence Costs**

The **Insurer** will in addition pay **Defence Costs** incurred by the **Insurer** or by the **Insured** with the **Insurer's** written consent in connection with any **Claim** under Insurance Clause 1.

Provided that if the amount payable to dispose of a **Claim** exceeds the amount available under this policy the liability of the **Insurer** for **Defence Costs** shall be only that proportion which the amount available under this policy bears to the amount payable to dispose of such **Claim**.

3. **Loss of Documents**

Notwithstanding Exclusion 5 below, the **Insurer** shall in the event of loss of or damage to **Documents** occurring in the course of the conduct of the **Insured Practice** and notified to the **Insurer** during the period of insurance indemnify the **Insured** in respect of all costs and expenses reasonably incurred by the **Insured** in replacing or restoring such **Documents**, provided that such loss or damage is sustained while the **Documents** are either in transit or in the custody of the **Insured** or of any person to whom the **Insured** has entrusted them.

Limits of Indemnity

1. The liability of the **Insurer** shall not exceed the limit of indemnity stated in the schedule.
2. All **Claims** attributable to the same act, error or omission or series of acts, errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one **Claim**.

Exclusions

The **Insurer** shall not be liable in respect of:

1. Asbestos

Any loss, damage, costs or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with asbestos or any actual or alleged asbestos-related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

If the **Insurer** alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

2. Bodily Injury

Any **Claim** arising out of the death, disease or illness of or bodily injury to any person unless arising out of a breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed by the **Insured**.

3. Contractual Liabilities

Any **Claim**:

- (a) arising from any express warranty, guarantee, contractual promise, indemnity, waiver or express agreement given by the **Insured** unless the **Insured** would have been liable even if there had not been any such express warranty, guarantee, contractual promise, indemnity, waiver or express agreement
- (b) where the **Insured's** right of recovery from any third party has been restricted by the terms of any contract entered into by the **Insured**

provided that such loss or damage is sustained while the **Documents** are either in transit or in the custody of the **Insured** or of any person to whom the **Insured** has entrusted them.

4. Cyber and Data Protection Law Exclusion

For the avoidance of doubt, save as expressly provided in this exclusion, or by other restrictions in this policy specifically relating to the use of a **Computer System**, no cover otherwise provided under this contract will be restricted solely due to the use of a **Computer System**.

(i) This policy does not cover any **Claim**, loss, damage, consequential loss, liability, costs and expenses, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from or directly arising out of:

- (a) a **Security Event**;
- (b) any partial or total unavailability or failure of any **Computer System**

Provided the **Computer System** is owned or controlled by the **Insured** or any other party acting on the **Insured's** behalf.

(ii) This policy does not cover any **Claim**, loss, damage, consequential loss, liability, costs and expenses, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of:

- (a) a power failure but only where such power failure impacts a **Computer System** owned or controlled by the **Insured** or any other party acting on the **Insured's** behalf;
- (b) any failure or interruption of service provided to the **Insured** or any other party acting on the **Insured's** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the **Insured**

(iii) This policy does not cover any **Claim**, loss, damage, consequential loss, liability, cost and expenses, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, or directly or indirectly resulting in a breach of **Data Protection Law** by the **Insured** or any other party acting on the **Insured's** behalf.

Any cover provided under this policy for costs of reconstituting or recovering lost or damaged documents owned or controlled by the **Insured** or any other party acting on the **Insured's** behalf will not apply to **Electronic Data**.

Part (i) of this exclusion does not apply to any **Claim** caused by, resulting from or arising out of a **Security Event** which arises out of a breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed by the **Insured** in connection with the conduct of the **Insured Practice**.

5. Damage to Property

Any **Claim** for loss of or physical damage to property.

6. Directors and Officers

Any **Claim** arising out of the **Insured** acting as a director or officer of any company or corporation except insofar as liability arises from professional advice given as a barrister.

7. Employment

Any **Claim** arising from any breach of any obligation owed by the Insured as employer to any **Employee**.

This exclusion shall not apply to **Claims** arising from an alleged failure to educate to the required standard.

8. Excess

The **Excess** shown in the schedule.

9. North American Jurisdiction and Operations

(a) Damages or other monetary awards, judgements or negotiated settlements, claimant's costs and expenses and **Defence Costs** connected with or arising out of any **North American Claim**.

(b) The enforcement, upholding or registration against the **Insured** by any arbitrator, tribunal or court outside **North America** of any damages or other monetary awards, judgements or negotiated settlements, claimant's costs and expenses and **Defence Costs** connected with or arising out of any **North American Claim**.

(c) The operations of the **Insured** in **North America**.

This exclusion shall only apply to briefs taken on by the **Insured** on or after 1/11/03.

10. Nuclear

Loss or destruction 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 or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

11. Other Insurances

Claims against the **Insured** for which the **Insured** is entitled to be indemnified under any other policy of insurance but only to the extent that he is entitled to be and is so indemnified.

12. Previous Circumstances

The consequences of any circumstances notified under any policy of insurance which preceded this insurance.

13. Sanctions

Nor will the **Insurer** make any payment or provide any service or benefit to the **Insured** or any other party to the extent that such cover, payment, service or benefit would violate any applicable trade or economic sanctions law or regulation.

14. Trading Losses

Any **Claim** arising out of or in connection with any trading losses or trading liabilities or any debts incurred by any business managed by or carried on by the **Insured**.

15. War and Terrorism

Any **Claim** arising directly or indirectly out of War Risks or Terrorism.

Conditions

1. 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 the **Insured** or on the **Insured's** behalf.

When the **Insured** notifies the **Insurer** about a change as above, or if the **Insured** otherwise become 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 **Insurer's** and the **Insured's** reasonable contemplation when the policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

2. Claims Procedure

- (a) The **Insured's** Responsibilities

It is agreed that

- (i) on the happening of any circumstance which could reasonably be expected to give rise to a **Claim** or on receiving verbal or written notice of any **Claim** the **Insured** will:
 - (1) as soon as reasonably possible give notice to the **Insurer** in writing regardless of excess; and
 - (2) as soon as reasonably possible forward to the **Insurer** any notice of prosecution, inquest or fatal inquiry and every letter, **Claim**, writ or summons issued against the **Insured**; and
 - (3) at the **Insured's** own expense and as soon as reasonably possible supply full details of the **Claim** in writing to the **Insurer** together with any evidence and information that may be reasonably required by the **Insurer** for the purpose of investigating or verifying the **Claim** (including by responding to reasonable requests for information in an honest and reasonably careful manner.)
 - (4) as soon as reasonably possible consult with the **Insurer** to agree actions the **Insured** will take to minimise the loss or damage and to avoid interruption or interference with the business and to prevent further loss or damage
- (ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without the **Insurer's** written consent.
- (iii) following liability or loss arising out of any criminal or fraudulent act, error or omission if the **Insurer** so request the **Insured** will take all reasonable steps to effect recovery from any person committing or condoning or knowingly participating in such criminal or fraudulent act or omission or from their personal representatives.

- (b) The **Insurer** Rights:

The **Insurer** will:

- (i) be entitled to take over the defence or settlement including the appointment of legal counsel for any **Claim** made against the **Insured** or any person entitled to indemnity under this policy and the **Insured** will give all assistance as may be reasonably required by the **Insurer**; and
- (ii) have the right to make the final determination in relation to coverage or handling of the whole or part of any **Claim**, however, the **Insurer** will engage with the **Insured** during the **Insurer's** investigation of the **Claim** and give the **Insured** the opportunity to submit to the **Insurer** any relevant evidence which could inform the **Insurer's** determination as regards the **Claim**; and
- (iii) subject to Condition no.8 of this policy, be entitled to take the benefit of any of the **Insured's** rights against any other party before or after the **Insured** has received indemnification under this policy, and the **Insured** will give all assistance as may be reasonably required by the **Insurer**; and

- (iv) treat any circumstances which might give rise to a **Claim** notified during the period of insurance which subsequently gives rise to a **Claim** after the expiry date as a **Claim** first made during the period of insurance.
- (v) Notwithstanding the foregoing, neither the **Insured** nor the **Insurer** shall be required to contest any legal proceedings unless a Senior Counsel (to be mutually agreed upon by the **Insured** and the **Insurer**) has advised that such proceedings should be contested. For the avoidance of doubt, the **Insurer** shall retain full control of these proceedings and have full discretion in the conduct of these proceedings and in the decision to subsequently settle or continue to contest any **Claim**.

2. **Conduct of Claims, Supporting Documentation and Admissions**

The **Insured** shall not admit liability for or settle any **Claim** or incur any costs or expenses in connection therewith without the written consent of the **Insurer** which shall be entitled at its own expense at any time to take over and conduct in the name of the **Insured** the defence or settlement of any such **Claim** and to receive at all times the full co-operation of the **Insured** for this purpose.

Notwithstanding the foregoing, neither the **Insured** nor the **Insurer** shall be required to contest any legal proceedings unless a Senior Counsel (to be mutually agreed upon by the **Insured** and the **Insurer**) has advised that such proceedings should be contested. For the avoidance of doubt, the **Insurer** shall retain full control of these proceedings and have full discretion in the conduct of these proceedings and in the decision to subsequently settle or continue to contest any **Claim**.

All documents supporting any **Claim** shall be forwarded to the Insurer immediately on receipt of same.

3. **Senior Counsel**

In any case where the advice of a Senior Counsel is to be obtained and in any legal proceedings where Counsel is to be retained to act on behalf of the **Insured** such Counsel shall be chosen by agreement between the **Insurer** and the **Insured**. In default of agreement either party may refer the choice to the Chairman of the General Council of the Bar of Ireland or his nominee whose decision shall be binding on both parties.

4. **Choice of Law**

This policy shall be governed and construed in accordance with the laws of Ireland. The parties hereby agree that the courts of Ireland shall have jurisdiction to hear and determine any suit, action or proceedings that may arise out of or in connection with this policy and for such purpose the parties hereby agree to submit to the exclusive jurisdiction of the Irish courts.

5. **Fraudulent Claims**

If a **Claim** contains information that is false or misleading in any material respect and the **Insured** either know 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.

6. **Duty to Comply with Policy Conditions**

- (a) The **Insured** must comply with the terms, limitations, Exclusions, 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.
- (b) Other than where expressly provided in this policy, the **Insured's** compliance with the terms, limitations, Exclusions, Conditions and Endorsements of this policy shall be a condition precedent to any liability on the **Insurer's** behalf to make any payment under the policy.
- (c) Breach of any notification-related term or Condition will entitle the **Insured** to refuse payment of a **Claim** where the **Insurer** were prejudiced by the breach of the notification-related term or Condition in question.

7. 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** breach any such term; and
- (b) during the period of breach, the **Insured** suffer 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.

8. Subrogation

This clause applies where the **Insurer** have the right to be subrogated to the **Insurer's** rights against some other person but the **Insured** has not exercised those rights and might reasonably be expected not to exercise those rights because the **Insured** 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**, the **Insurer** do not have the right to be subrogated to the **Insured'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** is an employer, the **Insurer** will not exercise the **Insurer's** 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.

9. (1) 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 this policy to provide responses to questions the **Insurer** will ask in relation to the risk(s) to be insured.
- (b) a matter about which the **Insurer** will ask 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.

(2) 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 the **Insured** or on the **Insured's** behalf involves a negligent misrepresentation, the remedy available to the **Insurer** shall reflect what the **Insurer** would have done had the **Insurer** 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 require;
 - (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 the **Insured** notice that in the event of a **Claim** the **Insurer** 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 the **Insured's** conduct (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.
- (d) Nothing in this clause shall permit the **Insurer** to avoid the policy based on an innocent misrepresentation provided that the **Insured** has discharged the **Insured's** duty to answer questions asked by the **Insurer** honestly and with reasonable care. In this clause, the term "innocent misrepresentation" means a misrepresentation which was neither a negligent misrepresentation nor a fraudulent misrepresentation.

Special benefits

The **Insurer** shall not avoid any **Claim** on the grounds of the breach of Condition 2. (a) (i) 1 or Condition 2. (a) (i) 2 of this policy subject to the following:

- (a) where the **Insured** should have notified during a preceding period of insurance either a **Claim** made against the **Insured** or circumstances which could give rise to such a **Claim** and the indemnity or cover to which the **Insured** would have been entitled was in any way more restricted than that provided at the date of notification, the **Insurer** shall be liable only to the extent applicable during such preceding period of insurance
- (b) where the **Insured** has prejudiced the handling or settlement of any **Claim** the amount payable in respect of such **Claim** (including costs and expenses) shall be reduced to such sum as in the **Insurer's** opinion would have been payable in the absence of such prejudice.

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 customer-care@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. Website: www.fspo.ie.
 - (ii) The Central Bank of Ireland, P.O. Box 559, Dublin1. Telephone: 0818 681 681 or +353 (0) 1 224 5800.
 - (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

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

Data Protection

Zurich Insurance 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.

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.

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)
 - 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.

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.

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.

If you have any questions about your Data, you can contact our Data Protection Officer, using the contact details below.

- **Zurich Customer Services on 053 915 7775**
- **dataprotectionofficer@zurich.ie**
- **Data Protection Officer, Zurich Insurance Europe AG, FREEPOST, PO Box 78, Wexford, Ireland.**

Zurich Insurance Europe AG

PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666 Fax: 01 667 0644

Website: www.zurich.ie

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 pending) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

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