



Professional Indemnity Insurance for Architects and Engineers Civil Liability Basis

Policy Document

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The Contract of Insurance

Professional Indemnity Insurance Policy for Architects and Engineers

The policy, schedule and any endorsements should be read as if they were one document.

The policy is a contract between **you** and **us**. **You** have made to **us** a proposal which is the basis of and forms part of the contract and have paid or agreed to pay the premium as consideration.

We will insure **you** under those sections shown in the schedule during any Period of Insurance for which **we** have accepted **your** premium provided all the terms and conditions of the policy are kept.

For and on behalf of Great American International Insurance (EU) DAC.

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

Policy and Schedule carefully.

If they do not meet **your** needs please return them to **us** or **your** broker or agent.

Cooling-off period

If you are a consumer for the purposes of the Consumer Insurance Contracts Act 2019, you will have a right to cancel your Policy as set out in this act. This means that a consumer may cancel their Policy within 14 working days of

- (a) The day the contract is entered into
- (b) The day on which the consumer is given the contractual terms and conditions of the Policy, whichever is the later

In this situation the Company shall retain the premium for time on cover and shall return the balance of money paid. Under certain circumstances policies may be deemed to have never been in force and we may agree to void the Policy from inception and return the full premium you have paid to us.

Section I – Definitions

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

Business

Those activities stated in the schedule.

Business Partner

Any person in **business** with **you** under the terms of a partnership agreement whether express or implied under legislation.

Costs and Expenses

Costs incurred with **our** written consent for defending any claim for damages which may be the subject of indemnity under this **policy**.

Employee

Any natural person who is:

- (a) under a contract of service or apprenticeship with **you**
- (b) a labour master or labour only subcontractor or persons supplied by any of them
- (c) self employed
- (d) under a work experience or similar scheme
- (e) hired or borrowed by **you** from another employer

and working for **you** in connection with the **business** while under **your** direct control or supervision.

Excess

The amount stated in this **policy**, the schedule or any endorsement to this **policy** for which **you** are 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**.

Nuclear Installation

Any installation of such class or description being an installation designed or adapted for:

- (a) the production or use of atomic energy
- (b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- (c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear Reactor

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Pollution or Contamination

Pollution or Contamination of buildings or other structures or of water or land or the atmosphere.

Related Entity

Any individual or entity or its sub-contractors or assignees:

- (a) which wholly or partially own, operate or manage **you**
- (b) in which **you** have an ownership interest in excess of 20%
- (c) which is controlled, operated or managed by **you**.

Territorial Limits

Worldwide excluding the United States of America or Canada or territories under their jurisdiction.

We, Us, Our or Ours

Great American International Insurance (EU) DAC.

You, Your, Yours or Yourselves

The person, people (either acting in partnership or on behalf of an unincorporated organisation) and company stated in the schedule as the insured including **your** predecessors.

Section 2 – The Cover

We will indemnify **you** in respect of all sums which **you** become legally liable to pay as damages and claimants' **costs and expenses** in respect of a claim arising out of the conduct of the **business** within the **territorial limits** first made against **you** and notified to **us** during the period of insurance in respect of **Your** civil liability.

In addition to the limit of indemnity **we** will pay **costs and expenses**. **Costs and expenses** will not be subject to any **excess**.

I. Arbitration

We will also indemnify **you** in respect of any decision by an arbitrator appointed to resolve a dispute in accordance with the Arbitration Acts, 1954 to 2010 which may otherwise be subject to an indemnity under this **policy**.

It is a condition to **our** liability under this clause that **you**:

- (i) notify **us** within 72 hours and during the period of insurance of:
 - a. the receipt of a notice of intention to arbitrate
 - b. any matters of which **you** become aware which might reasonably be expected to give rise to a claim against **you** being referred to an arbitrator; and
- (ii) promptly supply **us** with all details relating to any reference to arbitration including copies of all documentation made available to **you** or subsequently by **you** to the arbitrator; and
- (iii) allow **us** to appoint advisers; and
- (iv) co-operate with **us** and any advisers **we** may appoint in the conduct of the arbitration; and
- (v) meet any request, direction or timetable of the arbitrator; and
- (vi) must not agree to accept the decision of the arbitrator as finally determining the dispute without **our** prior written consent.

We will be entitled to pursue legal proceedings or other proceedings in the name of and on behalf of **you** to challenge, appeal, re-open or amend any decision, direction, award or exercise of any power of the arbitrator (to the extent possible) or to stay the enforcement of any such decision, direction, award or exercise of power. **You** will give all such assistance as **we** may reasonably require in relation to such proceedings.

2. Costs of Criminal Proceedings

We will also indemnify **you** and at **your** request any principal, **business partner**, director or **employee** against legal **costs and expenses** incurred with **our** prior consent in the defence of any criminal or civil proceedings first made against **you** and notified to **us** during the period of insurance that are brought for an alleged breach of:

- a. the Safety, Health and Welfare at Work (Construction) Regulations 2006
- b. the Safety, Health and Welfare at Work Act 2005
- c. the Building Control Amendment Regulations 2014
- d. any other statutory or secondary legislation implementing the Council Directive 92/57/EEC or similar legislation enacted elsewhere in the world.

Provided always that:

- (i) the alleged breach arises in the course of the **business**; and
- (ii) the circumstances giving rise to such proceedings could otherwise give rise to an indemnity under this **policy**; and
- (iii) in **our** reasonable belief the defence of such proceedings would assist in a defence of any claim against **you** arising from such circumstances.

Any subsequent or concurrent civil action arising out of proceedings notified hereunder will be deemed to be notified in accordance with Condition 3.

For the purpose of this clause the **excess** will be €3,000.

Our liability will not exceed the limit of indemnity stated in the schedule in the aggregate or €300,000 in the aggregate during the period of insurance, whichever is the lower, and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

3. Court Attendance Costs

We will also pay **you** the daily rates stated below if any of these people are required to attend court as a witness at **our** request:

- | | |
|--|------|
| (a) any principal, business partner or director | €600 |
| (b) any employee | €300 |

Our liability will not exceed €12,000 in the aggregate during the period of insurance and this limit will be in addition to the limit of indemnity stated in the schedule.

4. Indemnity to Other Persons including Personal Representatives

We will also indemnify under the terms of this **policy** any current, former or retired principal, **business partner**, director or **employee** or in the event of their death any personal representative.

Provided always that:

- (a) **you** would have been entitled to indemnity had the claim been made against **you**; and
- (b) no indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act; and
- (c) any person claiming indemnity:
 - (i) is not entitled to indemnity from any other source; and
 - (ii) was at the time of the incident giving rise to the claim acting within the scope of their authority; and
 - (iii) will be subject to the terms and conditions of this **policy** in so far as they can apply; and
- (d) **we** have the sole conduct and control of any claim.

5. Legal Representation Cover

We will also cover any reasonable **costs and expenses** necessarily incurred with **our** written consent for representation at any official examination, enquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate **your** affairs that are first instigated against **you** and notified to **us** during the period of insurance and which may otherwise be the subject of indemnity under this **policy**.

Our liability will not exceed €25,000 in the aggregate during the period of insurance and this limit will be in addition to the limit of indemnity stated in the schedule.

6. Loss of Documents

We will also cover reasonable costs incurred by **you** with **our** consent for the restoration or replacement of records associated with the **business** including computer systems records but excluding negotiable instruments of any kind held by **you** or for which **you** are legally responsible which have been accidentally lost or damaged. Provided always that any computer systems records are backed up no less frequently than once every 7 days or as otherwise agreed by **us** and are held at a separate location.

Our liability will not exceed €300,000 in the aggregate during the period of insurance and this limit will be in addition to the limit of indemnity stated in the schedule.

7. Mitigation Costs

We will also with **our** prior written consent indemnify **You** against any reasonable **costs and expenses** necessarily incurred in respect of any action to mitigate a loss or potential loss that would otherwise be the subject of a claim under this **policy**.

8. Public Relations Expenses

We will indemnify **you** in respect of all reasonable fees and expenses payable to outside public relations professionals incurred by **you** with **our** prior written consent in order to mitigate damage to **your** reputation due to a covered claim as objectively established by media reports or other publicly available third-party data provided

always that such claim is first made against **you** during the period of insurance and notified to **us** in accordance with the claim notification condition on this **policy**.

Our liability will not exceed €25,000 in the aggregate during the period of insurance and this limit will be in addition to the limit of indemnity stated in the schedule.

9. Building Control Amendment Regulations 2014

We will indemnify **you** against all loss arising out of **your** activities as Design, Assigned or Ancillary Certifier as defined by the Building Control Amendment Regulations 2014. The general policy exclusions will continue to apply unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in the performance of **your** activities as Design, Assigned or Ancillary Certifier.

Section 3 – Exclusions

This **policy** does not cover:

1. **Asbestos**

Liability caused by, contributed to by or arising directly or indirectly out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing asbestos fibres or derivatives unless arising from a negligent act, error or omission in the conduct of the **business**.

Provided always that:

- (a) the policy will not cover liability for death, bodily injury, mental health, mental anguish, shock or the fear or suffering thereof sustained by any person; and
- (b) Our liability will not exceed the lower of the limit of indemnity stated in the schedule in the aggregate including **costs and expenses** or €1,300,000 in the aggregate including **costs and expenses** during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

2. **Bodily Injury and Property Damage**

Liability for:

- (a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock sustained by any person other than emotional distress arising from libel and slander
- (b) loss of or damage to property

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 you, except where liability falls within the Exclusion 1 (a) of this Section 3

3. **Claims by Related Entities**

Any claim brought by **you** or any **related entity** unless such claim emanates from an independent third party.

4. **Competition, Restraint of Trade or Taxation**

Liability arising from the breach of any taxation, competition, restraint of trade or antitrust legislation or regulation.

5. **Collateral Warranty and Contractual Liability**

Liability arising from any express warranty, guarantee, contractual promise, indemnity, waiver or express agreement given by **you** unless:

- (a) **you** would have been liable even if there had not been any such express warranty, guarantee, contractual promise, indemnity, waiver or express agreement
- (b) the liability arises from a collateral warranty or duty of care agreement in which case **we** will not indemnify **you** for liability arising from:
 - (i) any fitness for purpose guarantee;
 - (ii) any greater benefit than that given to the party with whom **you** originally contracted;
 - (iii) any express guarantee including any relating to performance or the period of a project;
 - (iv) **your** agreement to exercise a standard of care greater than would normally be implied by common law or statute.

6. **Courts Jurisdiction**

Any claim made or brought:

- (a) in the United States of America or Canada or territories under their jurisdiction; or
- (b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction.

7. Criminal or Malicious Acts

Liability arising out of any criminal, fraudulent or malicious act, error or omission committed by **you** or on **your** direction unless:

- (a) committed by any **employee** which term for the purpose of this clause will not include any principal, **business partner** or director of **yours**; and
- (b) there is no reasonable cause for suspicion in relation to such person. Provided always that:
 - (i) in the event of a loss being sustained as a result of any criminal, fraudulent or malicious act, error or omission the amount of indemnity under this **policy** shall be reduced by an amount equal to the sum of:
 - any monies owed by **you** to any person committing, condoning or contributing to the act or omission;
 - any monies held by **you** and belonging to such person; and
 - (ii) no person committing, condoning or contributing to any criminal, fraudulent or malicious act, error or omission is entitled to an indemnity under this **policy**.

8. Directors and Officers Liability

Liability while **you** are carrying out the duties of:

- (a) a director or officer of **you** or any other body corporate, or
- (b) a trustee of any pension fund or any other employee benefit scheme.

9. Employment

- (a) liability arising out of death, bodily injury, mental injury, sickness, disease, mental anguish or shock of any **employee**,
- (b) liability arising out of any obligation owed by **you** as an employer or potential employer to any **business partner**, director, **employee** or applicant for employment.

10. Goods and Services

Liability arising from any contract or arrangement for the supply to or use by **you** of goods or services.

11. Insolvency

Liability arising out of **your** insolvency or bankruptcy. This exclusion will not apply to any claim or circumstance that would be covered under this **policy** but for **your** insolvency or bankruptcy.

12. Joint Ventures

Liability arising out of **your** involvement in any joint venture, consortium or other profit sharing scheme unless a claim emanates from the **business** provided always that **we** will not be liable for any claim made by any associated party within the joint venture, consortium or other profit sharing scheme unless such claim emanates from an independent third party.

13. Libel and Slander

Liability arising out of any act of libel and slander other than that committed or uttered in good faith by **you**.

14. Liquidated or Punitive Damages or Fines

Any amount in respect of:

- (a) liquidated damages, penalties or fines which attach solely because of a contract or agreement; or
- (b) punitive or exemplary damages.

15. **Market Fluctuation**

Liability arising out of any:

- (a) depreciation or loss of investment when such depreciation or loss arises from fluctuations in any financial stock or commodity or other markets; or
- (b) express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments.

16. **Nuclear and War Risks and Government or Public Authority Order**

Death, injury, disablement or loss or damage to any property or any loss or expense 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 from 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 or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof;
- (c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- (d)
 - (i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power;
 - (ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority.

17. **Pension Liability**

Liability arising out of the operation or administration of any pension or other **employee** benefit scheme.

18. **Prior Circumstances and Claims**

Liability arising from:

- (a) any circumstance, fact, matter or occurrence that:
 - (i) **you** knew or that in **our** reasonable opinion **you** ought to have known prior to inception of this **policy** which might reasonably be expected to give rise to a claim against **you**;
 - (ii) was notified by **you** under any other insurance policy prior to inception of this **policy**;
 - (iii) was disclosed or in **our** reasonable opinion ought to have been disclosed on **your** latest proposal to **us**;
- (b) any claim made against **you** prior to inception of this **policy**.

19. **Products and Buildings**

Liability arising out of any:

- (a) supply, repair, alteration, manufacture, installation or maintenance of goods, materials or products; or
- (b) construction, repair, installation, erection, removal or demolition of buildings, building works or physical structures

by **you, your** subcontractor or any **related entity** 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 **you**.

20. **Property and Transport**

Liability arising out of the ownership, possession or use by **you** or on **your** behalf of any land, building, aircraft, watercraft, or mechanically propelled vehicle.

21. Retroactive Date

Liability for any claim arising from the **business** provided by **you** prior to the retroactive date stated in the schedule.

22. Terrorism

Loss, damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

- (a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - (i) involves violence against one or more persons
 - (ii) involves damage to property
 - (iii) endangers life other than that of the person committing the action
 - (iv) creates a risk to health or safety of the public or a section of the public
 - (v) is designed to interfere with or to disrupt an electronic system
- (b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this **policy** the burden of proving that cover is provided under this **policy** will be upon **you**.

23. Trading Losses

Liability arising out of any trading loss or trading debt or **your** liability for VAT or its equivalent.

24. Valuation Reports

- (i) Any Claim arising from survey/inspection and/or valuation reports of real property unless such surveys/inspections and/or valuations shall have been made in writing as a report; and by:
 - a Fellow or Professional Associate of The Society of Chartered Surveyors (SCS); or
 - a Fellow or Professional Associate of the Royal Institution of Chartered Surveyors (RICS); or
 - a member of the Irish Auctioneers and Valuers Institute; or
 - a Fellow or Associate of the Incorporated Society of Valuers and Auctioneers (ISVA); or
 - a Fellow or Associate of the Faculty of Architects and Surveyors (FFAS); or
 - a Fellow or Associate of the Royal Institute of Architects in Ireland (RIAI); or
 - a Fellow or Associate of the Royal Institute of British Architects (RIBA); or
 - a Fellow or Associate of the Royal Incorporation of Architects of Scotland (RIAS); or
- (ii) any person who has not less than five years experience of such work; or
- (iii) any other person nominated by **you** to execute such work subject to supervision of such work by a person qualified in accordance with (i) above.

25. Virus or Similar Mechanism, Hacking or Denial of Service Attack

Liability arising out of:

- (a) program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not including but not limited to trojan horses, worms and logic bomb;
- (b) unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data; or

- (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.

Section 4 – Provisions

1. Discharge of Liability

We may at any time pay the maximum amount payable under this **policy** after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of **costs and expenses** incurred with **our** written consent prior to the date of such payment.

2. Joint Liabilities

If **you** comprise more than one party **we** will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if **you** comprised only one party and in any event will not exceed the limit of indemnity stated in the schedule.

3. Limit of Indemnity

The limit of indemnity stated in the schedule is **our** monetary limit and applies to any one claim other in respect of claims arising from **pollution or contamination**. In respect of **pollution or contamination** the limit of indemnity is the lower of:

- (a) the amount stated in the schedule, and
- (b) €1,300,000

and applies in the aggregate to all such claims including **costs and expenses** made in any one period of insurance.

Two or more claims arising out of one negligent act, error or omission or a series of related negligent acts, errors or omissions consequent upon or attributable to one source or original cause will be treated as a single claim and will be subject to one limit of indemnity and **excess**. All such claims will be considered first made on the date on which the earliest claim is first made.

Where **you** become liable to pay a sum in excess of the amount of indemnity available under this **policy** **We** will pay only the proportion of any **costs and expenses** that the available amount of indemnity bears to **your** total liability.

4. Senior Counsel

You will not be required to contest any legal proceedings unless a Senior Counsel or similar authority agreed upon by **you** and **us** advises that on the facts of the case concerned such claim could be contested with a reasonable prospect of success.

Section 5 – Conditions

1. Arbitration

If any dispute arises under the policy, the dispute will be referred to an arbitrator. Every or any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts 1954 to 2010, or any Enactment amending same. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **Us** over the dispute before the arbitrator has reached his decision. The making of an award will be a condition to any right of action against **us**. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned. The making of an award will be a condition to any right of action against **us**.

2. Cancellation

We may only cancel this **policy** during the policy period for non-payment of the premium by the policyholder by giving 30 days' notice in writing by special delivery mail to **you** at **your** last known address.

3. Claims Procedures

(a) **Your 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 **you** will:
 - as soon as reasonably possible give notice to **us** in writing; and
 - as soon as reasonably possible forward to **us** any notice of prosecution, inquest or fatal inquiry and every letter, claim, writ or summons issued against **you**; and
 - take action to minimise the loss or damage and to avoid interruption or interference with the **business** and to prevent further damage or injury; and
 - at **your** own expense and as soon as reasonably possible supply full details of the claim in writing to **us** together with any evidence and information that may be reasonably required by **us** for the purpose of investigating or verifying the claim
- (ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without **prior** written consent.

(b) **Our Rights:**

We will:

- (i) be entitled to take over the defence or settlement including the appointment of legal counsel for any claim made against **you** or any person entitled to indemnity under this **policy** and **you** will give all assistance as may be reasonably required by **us**; and
- (ii) be entitled to take the benefit of any of **your** rights against any other party before or after **You** have received indemnification under this **policy** and **you** will give all assistance as may be reasonably required by **us**; and
- (iii) 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.

4. Fraud

If any claim is in any respect fraudulent or if any fraudulent means be used by **you** or anyone acting on **your** behalf to obtain any benefit under this **policy** or if any loss, damage or injury be occasioned by **your** willful act or with **your** connivance all benefit under this **policy** will be forfeited.

5. Non-Disclosure

In the event of misrepresentation, misdescription or non-disclosure:

- (a) of any material particular at the inception of this **policy** or during the policy period including at renewal **we** may at **our** discretion waive **our** right to avoid this **policy** but exclude the consequences of any matter which ought to have been disclosed to **us**;
- (b) at inception or at the time of any variation in cover or at renewal **we** will waive **our** right to avoid this **policy** provided always that:
 - (i) **you** are able to establish to **our** satisfaction that such misrepresentation, misdescription or non-disclosure was innocent and free from any fraudulent conduct or intent to deceive;
 - (ii) where **you** should have notified during a preceding period any claim or circumstance which could give rise to a claim or an entitlement under this **policy** and the indemnity or cover to which **you** would have been entitled was in any way more restrictive than that provided at the date of notification **we** will only be liable to the extent applicable during such preceding period of insurance;
 - (iii) where in **our** opinion you have prejudiced the handling or any settlement of any claim the amount payable in respect of such claim including **costs and expenses** will be reduced to such an amount as in **our** opinion would have been payable in the absence of such prejudice.

Provided always that for the purposes of this condition renewal shall mean a renewal of any immediately preceding professional indemnity insurance policy whether issued by **us** or not under which **you** were entitled to indemnity.

6. Other Insurances

If at the time of any occurrence giving rise to a claim under this policy there is any other insurance effected by or on behalf of **you** providing an indemnity in respect of such claim **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this **policy** in whole or in part or from contributing proportionally **our** liability under this **policy** will be limited to any **excess** beyond the amount which would be payable under such other insurance had this **policy** not been effected.

7. Reasonable Care

You will comply with all regulations imposed by any relevant competent authority or similar and take all reasonable precautions to prevent or minimise claims being made against **you**.

8. Sole Agent

It is agreed that:

- (a) if more than one person, company or entity forms **you** the person, company or entity set out as **you** in the schedule will act for itself and be deemed to act as sole agent for every other person, company or entity forming part of **you** and all insured persons, companies or entities are deemed to have consented and agreed that rights of action under this **policy** are not assignable except with **our** prior written consent;
- (b) **you** have the sole right to file notice or proof of loss or make a claim, adjust, receive or enforce payment of any loss;
- (c) payment of any loss to **you** will fully release **us** in respect of such loss. If **we** agree to make payment to an insured other than **you** such payment will be deemed to have been made to **you**;
- (d) **you** have the sole right to bring legal proceedings arising under or in connection with this **policy**; and
- (e) knowledge possessed or discovery made by any person, company or entity forming part of **you** or by any **business partner**, director or officer, departmental head or other senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or discovery made by all other persons, companies or other entities forming part of **you**.

9. Stamp Duty

Stamp Duty has been paid or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999 or any subsequent amending legislation.

10. Insurance Act 1936

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

11. Currency

It is understood and agreed that the currency of all premiums sums insured indemnities and **excesses** shown in the schedule of this **policy** or any renewal notice or endorsement relating thereto are deemed to be Euro.

Complaints Procedure

We always aim to provide a high standard of service to all our customers. However, there may be times when something leaves you disappointed or dissatisfied. Please tell us if you are unhappy or have a complaint about any aspect of our service. All feedback we receive from our customers helps us to consider changes so that we can ensure that we continue to meet your expectations both now and in the future.

If **you** are dissatisfied with any aspect of the sale or marketing of this insurance policy, **we** would ask **you** in the first instance to contact the insurance agent or intermediary from whom **you** purchased your Policy. If **you** remain unhappy and feel the matter has not been resolved to **your** satisfaction, or should **you** wish to complain about any other matter (including policy cover or claims) please direct your complaint to **us**.

If **you** are dissatisfied with any aspect of the management or status of **your** Claim, please direct your complaint to **us**.

How to complain

If **you** wish to complain, please get in touch with **us** as soon as possible. **You** can contact **us** by phone, in person, in writing or by e-mail as follows:

The Complaints Manager
Great American International Insurance (EU) DAC
Station House, Dublin Road, Malahide, Co. Dublin.

Telephone: 01 8458412
Email: gaeucomplaints@gaig.com

How we will handle your complaint

We are committed to resolving any complaints fairly and promptly. Striving to minimize your inconvenience, we will listen to your concerns and will seek a solution with **you**.

The member of our team whom you first contact will discuss your complaint with you and identify what we can do to put it right. The more information you can provide, the quicker we can try to fix the problem. If we can resolve a complaint by close of business on the third working day following its receipt, we will close the complaint and send you a Resolution letter within three (3) working days of receipt of your complaint. Sometimes, we will not be able to resolve a complaint right away. If so, we will acknowledge your complaint in writing within five (5) working days. On these occasions, we aim to resolve matters within twenty (20) working days. If your complaint is particularly complicated, it may take longer to remedy. In this case, you will receive a letter from us giving you reasons for the delay and an indication of when we expect to resolve your complaint.

If together, we cannot reach an agreement by the end of forty (40) working days, we will issue our final response letter, which will explain our final position.

How to refer a complaint to the Financial Services and Pensions Ombudsman

If **we** have given **you** a response to your complaint and you are still dissatisfied, **you** are entitled to refer your complaint to the Financial Services and Pensions Ombudsman. **We** would, however, appreciate the opportunity to respond to any concerns you may have, in the first instance.

You may access more information regarding the Financial Services and Pensions Ombudsman, including how to make a complaint, at the following website www.fspo.ie

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

Data Protection

Great American International Insurance (EU) DAC processes the personal data of policyholders and insureds on the basis of legitimate interest whereby the processing of the personal data is necessary for the performance of a contract of insurance and/or for assisting in the underwriting of a potential risk. This Privacy Notice describes Great American's data protection practices and data subjects' rights in respect of personal data.

Depending upon the kind of insurance cover we are being asked to provide and the kind of claim we are being asked to pay we will seek different kinds of information. For example Information about people and property for which we provide insurance cover is sought by us before cover is provided.

In order to provide insurance cover (an insurance policy) or to pay a claim we generally need information about:

- a) The person and / or property that we are being asked to insure
- b) Property, for which repair or replacement costs are being sought under our insurance policy
- c) Medical and/or relevant conviction information where necessary to assess the risk

Please 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

Who we share information with

Great American may share the personal data of policyholders and insureds with other entities within the Great American Insurance Group. Various entities of this group are located outside the European Economic Area (namely the United States of America). Great American has the standard provisions on data protection as drawn up by the European Commission included in agreements in force between the entities of the Great American group to ensure adequate safeguarding of information.

Great American also shares data with non-Group entities. Third parties to whom we disclose your Personal Information are required by law and contractual undertakings to keep your Personal Information confidential and secure, and to use and disclose it for purposes that a reasonable person would consider appropriate in the circumstances, in compliance with all applicable legislation. The purposes for which we may disclose your Personal Information to third parties are as follows:

- a) With our appointed agents and intermediaries for insurance administration and claims validation purposes
- b) With loss adjusters for claims investigation purposes
- c) With our reinsurance providers
- d) With agents authorised by you to act on your behalf
- e) With regulatory bodies

How long will we hold your information?

The personal data of insureds / policyholders are kept no longer than is necessary for the performance of a contract or required by law.

Security of Personal data

Great American takes appropriate technical and organisational measures to protect the personal data of policyholders and insureds against loss or against any form of unlawful processing.

What are your rights with respect to your Data?

You have a number of rights relating to your information. You have the right to:

- **Request access** to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected.
- **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where you believe there is no good reason for us continuing to process it.
- **Object to processing** you can object to any processing of your personal data, however it is important to note that this may result in Great American being unable to provide coverage.
- **Request restriction** of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- **Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format.
- **Request details of transfers outside of the EEA** of your personal data. You can ask to obtain a copy of, or reference to, the safeguards under which your personal data is transferred outside of the European Economic Area.

You will not have to pay a fee to access your personal data (or to exercise any of the other data protection rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. We may also need to request specific information from you to help us confirm your identity and ensure your right to access your personal data. This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We try to respond to all requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

Contact and Complaints

Should there be any queries with respect to this Data Protection and Privacy Statement please write to the Data Protection Officer at Great American International Insurance (EU) DAC of Station House, Dublin Road, Malahide, Co. Dublin, Ireland or alternatively please address your query through the contact us section of our website <https://www.greatamericaneu.com//contact-us/>

For further details of your rights please see our **Data Privacy statement** at www.greatamericaneu.com we would also be happy to post you a copy. If you have a complaint or concern about how we use your personal data, please contact us in the first instance and we will do our utmost to resolve the issue as soon as possible.

You have the right to make a complaint at any time to the Data Protection Commission, the Irish supervisory authority for data protection issues (www.dataprotection.ie). We would, however, appreciate the chance to deal with your concerns before you approach the Data Protection Commission.