

**Summary**

Please note that this product comprises of the following separate policies.

**Combined Liability**

AXA Insurance dac. Registered number 136155 Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1

**Legal Expenses**

AmTrust Europe Limited, administered by MIS Underwriting Limited

<b>Product</b>	<b>Premium</b>
<b>Combined Liability</b>	
Limit of Indemnity €2.6M	€860.34 inc 5% Govt Levy
<b>Legal Expenses</b>	
	€24.71 inc 5% Govt Levy
<b>Total Premiums</b>	
<b>Limit of Indemnity €2.6M</b>	<b>€885.05 inc 5% Govt Levy</b>

**\*\*Please note all policies have separate terms and conditions which are outlined in the applicable wordings\*\***



## Optis Combined Liability

### Statement of Fact

Policy Number : ELPL-50713

#### ACCURACY & HONESTY STATEMENT

You have applied for a contract of insurance between you and AXA Insurance dac. The information you have given us is the basis of this contract. Please read this information carefully and make sure it is correct. If the information is incorrect, AXA may declare the contract void, cancel your policy or refuse to pay any claims in addition to any other rights AXA may have under the policy. As a result you may also find it difficult to arrange this type of insurance in the future. If you are in doubt whether certain facts are important and should be notified to AXA, please ask your insurance broker.

#### Acceptance Criteria

**Has the proposer or any Partner or Director either personally or in connection with any business they have been involved with:**

Ever been declined or refused insurance cover or had cover cancelled or subject to special terms in respect of any covers to which this insurance relates?	No
Ever been convicted of or charged with (but not yet tried) a criminal offence other than a motoring offence?	No
Suffered any losses or made any claims in the past five years for any of the perils or contingencies to which this insurance applies?	No
Ever been declared bankrupt or are the subject of any bankruptcy proceedings or any voluntary or mandatory insolvency or winding up procedures or been the subject of a recovery action by Revenue Commissioners?	No
Ever been prosecuted or served a prohibition order under Health and Safety legislation within the last 5 years?	No

#### Important Statement

Please ensure that the information provided by you on this page and the statements in the following pages are correct. Should you decide to buy this policy, these details will form the basis of the insurance contract between you and AXA. The contract will be governed by Irish Law. If your circumstances change between the date that you purchase the policy and the date when you require the policy to commence, please contact your broker. Incorrect information could invalidate all or part of the policy. Please read the statement of fact & schedule carefully as it includes all information provided by you at quotation stage, also please note both of these documents are available to be printed.



## Optis Combined Liability

### Insurance Policy Schedule

Policy Number : ELPL-50713

#### Policy Details

Optis Policy Number	ELPL-50713
Insured's Name	Milltown Painting Co Ltd
Broker Details	Joseph G Brady (Insurances) Limited trading as Brady Insurance
Period of Insurance	04/05/2023 - 03/05/2024
Reason for Issue	New Business
Premium	€819.37
Government Levy (5%)	€40.97
Total	€860.34
Policy Wording	AXACL202212
AXA Policy Number	05/28/150885523

#### Insurer Details

AXA Insurance dac. Registered number 136155 Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1

#### Business Details

Insured's Address	Apt 1B 1 Shamrock Villas Dublin 6W D6W T657
Business Description(s)	Painters and Decorators <i>Endorsement(s) applicable: LA1,A11,A41,A432</i>
Status	Limited Company

#### Section 1 - Public/Products Liability

#### Limit of Indemnity

##### Public/Products Liability

€2,600,000

Turnover	€140,000
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#### Section 2 - Employers Liability

#### Limit of Indemnity

##### Employers Liability

€13,000,000

Full Time Manual Employees	1
Part Time Manual Employees	0
Clerical Employees	0
Manual Directors/Partners	2
Clerical Directors/Partners	0
Do you require employers liability for Working Directors	No
Annual Payments to Bonafide Subcontractors	€0
Annual Payments to Labour Only Subcontractors	€0

#### Excesses

Section 1 - Public/Products Liability (Third Party Damage Only)	€750
Section 2 - Employers Liability	€750

**A11 Spray Drift Condition**

We will not be liable for the first €750 each and every claimant in respect of spray drift but subject to an overall aggregate excess of €10,000 any one occurrence.

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**A41 Endorsement for the use of Plant**

You must ensure that all Employees and any other operative for whom the Insured is responsible for who operate plant

I. Have a valid Safe Pass Registration Card

II. Complete a CSCS Training/Assessment Programme

It is a legal requirement that all Operators who operate the following plant should have completed Construction Skills Certification Scheme (CSCS)

180 Degree Excavator

360 Degree Excavator

Mini Digger

Tower Crane

Self-Erect Tower Crane

Mobile Crane

Crawler Crane

Telescopic Handler

Tractor Dozer

Site Dumper

Articulated Dumper

Slinger Signaller

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**A432 Safe Pass Condition**

All relevant Employees and any other operative for whom the Insured is responsible must have a current, valid Safe Pass Registration Card and that a copy or photographic record of each card is retained for inspection by insurers.

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**LA1 Local Authorities Clause**

It is hereby noted and agreed that Local Authorities and/or Public Bodies and/or Health Boards are noted as joint insured under section B - Public Liability in relation to any contract undertaken by you on their behalf, but solely in respect of negligence attributable to you.

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**Policy Details**

Policy Reference	138201
Broker Details	Joseph G Brady (Insurances) Limited trading as Brady Insurance
Insured's Name	Milltown Painting Co Ltd
Address	Apt 1B 1 Shamrock Villas Dublin 6W D6W T657
Total (inc 5% Government Levy)	€24.71 (inc €1.18 Government Levy)
Insurer	AmTrust Europe Limited, administered by MIS Underwriting Limited
Period of Insurance	04/05/2023 - 03/05/2024

**Summary of Cover**

**Telephone Advice Helpline**

The Legal Helpline service may be used to discuss any problem occurring under this policy within the Republic of Ireland. Simply telephone 0818 868 000 quoting "Optis Insurance Commercial Legal Expenses Insurance" and ask to speak to a legal Adviser.

**Employment Disputes and Compensation Awards**

Legal costs and expenses incurred by you

a) In defence of proceedings brought in an employment tribunal, arising from a dispute with an employee or ex-employee relating to:

1. The contract of employment with you;
2. Actual or alleged breaches of their statutory rights under employment legislation

b) Awards of compensation made against you arising from claims under section a) above

*What is not insured*

There is no cover for any claims:

- a) Relating to equal terms;
- b) Where the insured event was less than 90 days after the start of the first period of insurance, or less than 180 days after the start of the first period of insurance, if the employee was at that time subject to disciplinary proceedings or any verbal or written warning;
- c) Relating to pension rights;
- d) Arising from your failure to follow the process set out in the 'How to make a claim' section of the policy.

**General Exclusions**

Any claim where you should have known when buying or renewing this insurance that the circumstances leading to a claim under this insurance already existed.

Any claim, which in the insurers opinion, is believed not to have a 51% or greater prospect of achieving the result for which legal proceedings are contemplated.

**Tax Disputes**

**Legal Costs and Expenses incurred by You and arising directly from:**

**a) Revenue Commissioners Audits**

1. A full or aspect enquiry by the Revenue Commissioners into Your corporation tax return following the issue of formal notification by the Revenue Commissioners;
2. Any challenge in writing by the Revenue Commissioners of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance check or routine inspection undertaken by the Revenue Commissioners into the operation of PAYE;
3. An enquiry conducted into the employment status of Your Employees under the PAYE, USC and/or PRSI).

**b) VAT Disputes**

1. A dispute following a compliance check or routine inspection undertaken by the Revenue Commissioners of Your VAT record-keeping;
2. An enquiry by the Investigations and Prosecutions Division of the Revenue Commissioners providing that at the culmination of such investigation it is proved that You were not found guilty of dishonesty, fraud or fraudulent intent.

**What is not insured:-****Claims**

- a) Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by Special Civil Investigations Office, Boards Investigation Unit of any other special office of the Revenue Commissioners; b) Arising from or relating to attendance at a compliance and/or control review or routine inspection undertaken by the Revenue Commissioners (PAYE/USC/PRSI and/or VAT);
- c) Where deliberate miss-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities;
- d) Where You have failed to give Your business status to the relevant authorities within a statutory period;
- e) Which originate from any enquiry, investigation or dispute which existed before the first Period of Insurance;
- f) Involving tax or social insurance contributions avoidance schemes;
- g) Which occurs during the first 90 days of the first Period of Insurance;
- h) Where You have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements;
- i) Arising from a dispute as to whether an Employee's remuneration should fall under either PAYE or sub-contract rules;
- j) In respect of any dispute arising under the National Minimum Wage Act 2000;
- k) In any claim where the policyholder has adopted a tax avoidance scheme; or
- l) In respect of the preparation or rectification of self-assessment tax returns, accounts, P35s, P60s, VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of Your affairs, including the reconciliation of annual accounts with VAT returns

**Legal Costs and Expenses:**

- a) Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with Your affairs;
- b) Incurred in dealing with aspect enquiries;
- c) Incurred in dealing with any deficiencies in books, records, accounts or returns including the costs of repairing a return;
- d) Arising after You receive a notice telling You that the enquiry has been completed; or
- e) Arising from or relating to the Tax Appeals Commission.

**Conditions applicable to Tax Disputes**

- a) You must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to the Revenue Commissioners and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable;
- b) You must contact the Legal Expenses Helpline as soon as possible after the Insured Event and comply with the advice given; and
- c) You or Your Adviser should notify Us by contacting the Legal Expenses Helpline as soon as possible if You receive any invitation by the Revenue Commissioners to make an offer in settlement

In respect of Revenue Commissioners Audits, Your Adviser must provide a copy of the Revenue Commissioner notice of enquiry and a copy of the return giving rise to the enquiry

**Claims**

To report a claim or for legal advice, in the first instance please call Tel: 0818 868 000 quoting "Optis Insurance - Commercial Legal Expenses Insurance". Once you have provided us with the details of your claim and we have accepted it, we will start to resolve your legal problem.

**Cancellation**

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to your insurance adviser within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

If you wish to cancel Your Policy after 14 days you will be entitled to a pro- rata return of premium.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address

Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium.

## Data Protection and Privacy Notice

In this notice, 'we', 'us' and 'our' refers to MIS Underwriting Ltd. For full information concerning MIS Underwriting Ltd please visit [www.misunderwriting.com](http://www.misunderwriting.com) We may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

## Our approach to Privacy

The privacy and security of your personal information is very important to us. We protect your information with security measures under the laws that apply. We keep our computers, files and buildings secure.

## The information you provide MIS Underwriting Ltd

We may receive personal information about you, when you contact MIS Underwriting Ltd for example by doing either of the following:

- Reporting an incident involving your Home
- Reporting an incident involving your Vehicle

## This information may include:

- Basic personal information such as your name, address, email address, telephone number, date of birth or age, gender and marital status, your car, your home, your household or your travel arrangements
- Information about your other policies, Claims history, Claims data
- Sensitive personal information such as criminal convictions, motoring offences and about your health (current state of health or existing conditions)

Personal information (including details of injuries) may be recorded on claims registers i.e Insurance Link, and shared with other insurers. We may search this register to detect and prevent fraud. For further information on Insurance Link <http://inslink.ie/>

## How your data is used and shared by Insurers and Databases in relation to insurance

The data you provide will be used by us and shared with other insurers as well as certain statutory and other authorised bodies

## Security

We are committed to protecting the confidentiality and security of the information that you provide to us and we put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure of loss of your information.

## Insurance Administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. Information may also be shared with other insurers either directly or via those acting for the insurer, such as Investigators or Loss Adjusters.

## Update your information, request to erase your data, subject access request

If you wish to contact us regarding this notice you can contact us at: - Data Protection Officer, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2.

Telephone: 01 872 0179. Email – [underwriting@misgroup.online](mailto:underwriting@misgroup.online) – Please put your request in the subject line.

## How to find what information we hold about you

You have the right to request a copy of all the personal information we hold about you in a Subject access request or to have their data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this simply write to us at the address above or contact us via email.

## Complaints

You have the right to complaint about how we treat your Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at <https://www.dataprotection.ie/en/contact/how-contact-us>. We are only allowed to keep your information if we need it for the reasons outlined above. We will keep it in line with the industry, regulatory and contractual requirements.

## Compensation Scheme

The Insurance Compensation Fund in Ireland exists for the protection of consumers. In the event that an insurer is unable to pay a claim, compensation may be available from this fund. You may obtain more information about the Insurance Compensation Fund by visiting the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie)

**This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. A copy of the full policy wording is available from your broker.**