

Commercial Insurance



Insurance Product Information Document

Company: Aviva Insurance Ireland DAC

Product: Trademark

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. A private company limited by shares. Authorisation number C171485. Registered in Ireland No. 605769. Registered Office: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651.

This is a summary of our insurance policy. Complete pre-contractual and contractual information on the product is provided in the full policy documentation.

What is this type of insurance? Trademark Policy provides a comprehensive range of covers, specifically tailored to meet the needs of your business. It offers benefits (set out below) depending on the cover you have chosen.



What is insured?

Each section of your Trademark Policy is optional provided you have selected either Material Damage or Liability cover. Unless otherwise stated, you must pay an additional premium for each section. You do not have to purchase the optional covers and/or extras to purchase the main product. For some scheme arrangements the premium payable is inclusive of many of the Policy covers.

If you have selected Material Damage;

This section provides a choice of cover for your buildings, machinery, business contents and stock.

- ✓ Loss or damage from specific causes such as fire, lightning, explosion, aircraft, riot, civil commotion and malicious damage, earthquake, storm or flood, escape of water, impact, stealing or attempted stealing and accidental damage as standard up to the limits stated in your Schedule

Optional Extras where additional charge applies:

- Goods in transit
- Computer
- Loss of money

If you have selected Business Interruption;

This section covers you for a reduction in gross profit / gross revenue and additional expenses incurred as a result of an insured loss under the Material Damage section. The cover extends to include damage up to €13,000 resulting from an insured loss at

- ✓ Your suppliers premises
- ✓ Your customers premises
- ✓ Public Utilities premises where you obtain electricity, gas or water

If you have selected Employers Liability;

This section provides protection against your legal liability for bodily injury to your employees, up to a limit of indemnity of €13,000,000 including costs and expenses. The following additional covers are also included

- ✓ Legal costs and expenses in defending prosecutions under Health and Safety Legislation
- ✓ Unsatisfied court judgements in favour of employees injured in your employment by third parties.
- ✓ Court Attendance Costs – €150 per day

If you have selected Public or Products Liability;

This section provides protection against your legal liability for bodily injury to third parties and damage to their properties, up to a limit of indemnity stated



What is insured? Continued...

in your Schedule. The following additional covers are also included

- ✓ Legal costs and expenses are paid in addition
- ✓ Contingent Motor third party liability arising out of vehicles not owned by you within Ireland and Great Britain – up to a limit of €50,000
- ✓ Wrongful arrest – up to a limit of €50,000
- ✓ Employee and visitors' personal belongings

Commercial Legal Protection (provided free of charge);

- ✓ Employment Disputes and Employment Financial Compensation Award – up to €1,500,000 any one Period of Insurance
- ✓ Legal Defence – up to €150,000
- ✓ Statutory Licence Protection – up to €150,000
- ✓ Property Protection and Bodily Injury – up to €150,000
- ✓ Tax Protection – up to €150,000

If you have selected Fidelity Guarantee;

- ✓ This section protects you against loss of money and other property following theft or fraud by your Employees up to the limit stated in your Schedule

If you have selected Travel;

- ✓ Personal Luggage – up to €650 for valuables
- ✓ Medical and other expenses – up to €1,000,000
- ✓ Cancellation charges
- ✓ Personal accident – up to €33,000
- ✓ Public liability – up to €1,300,000
- ✓ Outward delay – up to €520/Missed departure – up to €100/Abandonment – up to €3,900

If you have selected Personal Accident;

- ✓ Accidental bodily injury resulting in Death, loss of sight in one or both eyes, loss of one or more limb, permanent total disablement, temporary or permanent total disablement
- Sum Insured stated in your Schedule

If you have selected Directors and Officers Liability;

- This section protects you whilst performing your duties as a director or officer
- ✓ Indemnity to directors and officers up to limit stated in your Schedule
 - ✓ Reimbursement to the company where it is obligated to indemnify the director up to limit stated in your Schedule



What is not insured? (Key policy exclusions only)

- ✗ Radioactive Contamination;
- ✗ Consequential loss;
- ✗ War & Kindred risks;
- ✗ Sonic Bangs;
- ✗ Terrorism;
- ✗ Pollution;
- ✗ Changes in water table levels;
- ✗ Date recognition;
- ✗ Confiscation;
- ✗ Cyber;
- ✗ Individual sections of your Policy and your Schedule may contain exclusions specific to your cover.



Are there any restrictions on cover?

- ! Your excess, which is shown in your Schedule;
- ! Inner Limits applying to additional covers under your policy will be specified in your Policy;
- ! You will lose all benefits under this Policy if any claim is fraudulent in any way or if you or anyone acting on your behalf has used any type of fraud relating to this or any other insurance policy;
- ! Commercial Legal Protection restrictions are outlined in Section 5 of your Policy.



Where am I covered?

- ✓ Property and Business Interruption sections will provide insurance as set out in your Policy for insured Events which may happen at the premises as stated in Section 1 of the Schedule;
 - ✓ Liability section will apply to occurrences anywhere in the World but not in
 - connection with any business conducted by you from premises outside Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man
 - respect of death, bodily injury, shock, illness or disease of any person engaged by you outside of Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man for the purpose of work outside Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man
 - ✓ Commercial Legal Protection section applies to the Republic of Ireland only;
- Refer to individual sections of your Policy for details of where you are covered if not stated above.



What are my obligations?

- The answers in any proposal and declaration for this insurance or any information you have provided must be true and complete as far as you know;
- You or any other person on whose behalf payment is claimed must observe the terms and conditions of this Policy and if you are required to do or comply with terms conditions and provisions you must do so;
- You must disclose any facts or changes that may affect the risk;
- You must take all reasonable care to prevent death, bodily injury, shock, illness, disease, loss or damage and maintain all vehicles premises and plant and everything used in the business in proper repair and to act in accordance with all statutory obligations and regulations;
- You must immediately make good or remedy any defect or damage, which becomes apparent, or take such additional precautions as circumstances may require;
- You must let us know immediately about any event which may give rise to a claim under the Policy with all the details we may need and also if you become aware of any prosecution or inquest in connection with the event;
- You must not admit, deny, negotiate or settle a claim without our written permission;
- You must not carry out any alteration or repair as far as practicable until we have investigated;
- You must co-operate fully with us in investigating and handling any claim including sending us all documents, proof, information and any letter or legal summons or similar document we may reasonably need.

The provision of insurance under your Policy is conditional on you observing and fulfilling the General exclusions, conditions and terms of the Policy. If by law we have to make a payment that we would not otherwise have had to make, we will seek recovery of that outlay incurred from you.



When and how do I pay?

In order to proceed with policy cover you must contact your broker in advance of the required cover start date to arrange for the payment of the premium. Payment options may include a cheque or credit/debit card payment for the full premium or a schedule of periodic direct debit instalments (note: a service charge may apply to direct debit instalments). Payment methods depend on the options available to you from your broker.



When does the cover start and end?

Your Policy will remain in force for 12 months from the start date (or as otherwise shown in your Schedule). If you wish to renew your Policy and we agree to offer renewal of this insurance, the cover start and end date will be for the period stated in your renewal Schedule, as long as you continue to pay your premium.



How do I cancel the contract?

You may cancel this Policy at any time by notifying us in writing. As long as no claim has happened during the current period of insurance, we will work out the premium for the period for which we have insured you and refund any balance, provided that the refund due to you amounts to at least €20.