

Hiscox SA The Observatory Sir John Rogerson's Quay Dublin D2 D02 VC42 Republic of Ireland

Schedule (New Business)

Policy Number: HUPI6/9505909



INSURANCE DETAILS

Period of Insurance	01/04/2019 to 31/03/2020
Underwritten by	Hiscox SA

INSURED DETAILS

Insured	CROOKED HOUSE THEATRE COMPANY CLG		
Address	1 MAIN STREET, NEWBRIDGE KILDARE		
Additional insureds	There are no additional insureds on this policy		
Business description	Not for profit Youth Theatre		
Activities	Between 30 and 40 public performances of plays. These occur in fully equipped theatres, in own studio, in the public realm (parks etc). Between 14 and 20 hours of weekly theatre workshops with young people. Some in own studio, others are in schools and youth clubs. Between 15 and 20 hours of rehearsals every week with young people. These are almost always in own studio space. Maximum attendance of studio is 40, no work at heights.		
Turnover	€ 150,000	Total number of employees	15

PREMIUM DETAILS

Annual Premium	€722.10	Annual Tax	€36.11	Total	€758.21
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PACKAGE - JLT Charities Scheme**MATERIAL DAMAGE SECTION****CONTENTS**

Premises 1 MAIN STREET, NEWBRIDGE
KILDARE

Wording 10530 WD-PIP-IRE-JLTPC(1)

Item description	Excess	Amount insured
General contents, fine art	€250	€ 15,000
Tenants improvements, fixtures and fittings	€250	€ 0
Computers, software and ancillary equipment	€250	€ 0
Stock, samples and goods held in trust	€250	€ 0
Rent payable	€250	€ 0

Additional Cover (in addition to the overall limit/amount insured above)

Cost following glass breakage	€ 5,000
Additions to contents	€ 10,000
Personal effects	€ 5,000
Money- in the office while open for business or in a locked safe	€ 5,000
Money- in a locked safe	€ 5,000
Money- in transit	€ 2,500
Money- at all other times	€ 1,000
Money- non-negotiable instruments	€ 1,000,000
Reconstruction of electronic data	€ 37,500
Reconstruction of other business documents	€ 5,000
Lock replacement	€ 5,000
Refrigerated stock	€ 2,500
Building damage by theft	€ 5,000
Metered water and fuel	€ 5,000
Undamaged tenants improvements	€ 25,000
Defective title	€ 25,000
Death of a patron	€ 5,000
Continuing hire charges	€ 5,000
Exhibition stands and equipment	€ 5,000
Extinguisher and alarm re-setting expenses	€ 5,000
Unauthorised use of utilities	€ 10,000
Bequeathed property	€ 50,000
Fund raising stock	€ 10,000
Personal Assault - death	€10,000 per person

Personal Assault - total loss, or permanent and total loss of use, of one or more limbs	€10,000 per person
Personal Assault - total loss, or permanent and total loss of sight in one or both eyes	€10,000 per person
Personal Assault - disablement which totally prevents the insured person from carrying out all parts of their usual occupation	€100 per week up to a maximum of 104 weeks

Special limits (included within and not in addition to the amounts insured)

Losses from dishonesty	€ 10,000
Computer breakdown	€37,500 total amount insured across all property sections combined
Contents elsewhere including whilst in transit	€25,000 or 10% of the amount insured for contents, whichever is less
Contents kept at home	€25,000 or 10% of the amount insured for contents, whichever is less

Endorsements

902.0	Deep fat frying
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PROPERTY AWAY FROM THE INSURED LOCATION: EU

Premises	1 MAIN STREET, NEWBRIDGE KILDARE		
Wording	10530 WD-PIP-IRE-JLTPC(1)		
Item description	Excess	Amount insured	
Portable equipment (EU)	€250	€ 1,000	
Excess applies to	Each and every claim, Geographical Limit: European Union		

Endorsements

64.0	Care, custody and control
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EMPLOYER'S LIABILITY SECTION

Limit of Indemnity	€13,000,000	Excess	Nil
Wording	10527 WD-PIP-IRE-JLTE(1)		
Limit applies to	All claims and their defence costs which arise from the same accident or event		
Geographical limits	European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar		

Jurisdictional Limits

Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar

Special limits included within the limit of indemnity

Criminal defence costs	€130,000 in the aggregate
Terrorism cover	€6,500,000 in the aggregate

GENERAL LIABILITY (PUBLIC AND/OR PRODUCTS LIABILITY)

Limit of Indemnity	€6,500,000	Excess	€300
Wording	10528 WD-PIP-IRE-JLTGL(1)		
Limit applies to	Each and every occurrence, defence costs in addition other than for pollution and for products to which a single aggregate policy limits including defence costs applies.		
Excess applies to	each and every claim for property damage only		
Geographical limits	European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar		
Jurisdictional Limits	Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar		

Special limits included within the limit of indemnity

Criminal defence costs	€100,000 in the aggregate
Pollution defence costs	€100,000 in the aggregate

Endorsements

145.2	Contingent motor liability endorsement (GL)
3100.0	Abuse extension (GL) charities

COMMERCIAL LEGAL PROTECTION (DAS)

Limit of Indemnity	€150,000	Excess	€250
Wording	10523 WD-PIP-IRE-DAS(1)		
Limit applies to	each and every occurrence including defence costs		
Excess applies to	each and every occurrence for aspect enquiries only		

Endorsements

501.0

Commercial legal protection

Clauses

902.0 DEEP FAT FRYING

We will not make any payment for damage caused to or by the deep fat frying apparatus at your premises unless:

1. all extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days; and
2. all extraction ducts are cleaned at least once every 6 months

64.0 CARE, CUSTODY AND CONTROL

We will not make any payment for any damage to property away from the business premises unless the property is in your care, custody, or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or premises.

145.2 CONTINGENT MOTOR LIABILITY ENDORSEMENT (GL)

The following is added to What is covered:

Contingent motor liability

If, any party brings a claim against you for bodily injury and or property damage occurring during the period of insurance and arising from any mechanically propelled vehicle or any trailer attached to it being used in connection with your business within the geographical limits, we will indemnify you against the sums you have to pay as compensation.

We will not make any payment for any claim:

- a) arising from any mechanically propelled vehicle or any trailer attached to it which is:
 - i. owned by you; or
 - ii. loaned, leased, hired or rented to you; or
 - iii. provided by you; or
 - iv. being driven by you.
- b) for property damage to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer.
- c) arising from the vehicle being driven by any person who to your knowledge or that of your representatives does not hold a licence to drive the vehicle.
- d) more specifically insured under another insurance policy.

What is not covered, 2 is amended to read as follows:

2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

- a) any tool of trade;
- b) the loading or unloading of any vehicle off the highway;
- c) any claim covered under What is covered, Contingent motor liability.

3100.0 ABUSE EXTENSION (GL) CHARITIES

Public and products liability (Charity), What is covered, Claims against you is amended to read as follows:

If, as a result of your business, any party brings a claim against you for:

- a. bodily injury, other than abuse or molestation, or property damage occurring during the period of insurance; or
 - b. personal injury, other than abuse or molestation, or denial of access committed during the period of insurance;
- we will indemnify you against the sums you have to pay as compensation.

This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity.

We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.

The following is added to, What is covered:

Abuse or molestation claims

If, as a result of your business, any party brings a claim against you during the period of insurance for abuse or molestation, we will indemnify you against the sums you have to pay as compensation but we will not make any payment for any claim due to abuse or molestation which arises from your business performed before: 01/04/2019

We will not in any event provide cover to any party who actually commits, condones or ignores any abuse or molestation

We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.

The following is deleted from What is not covered, A:

Abuse or molestation 15. Abuse or molestation

The following is added to What is not covered, A:

17. any criminal investigation or proceedings brought against any employee or volunteer worker of yours for abuse or molestation.

However we will pay the costs incurred with our prior written consent to defend such an action against your employee or volunteer worker, but only up to the date of any judgment or other final adjudication against the employee or volunteer worker or an admission by the employee or volunteer worker that an act of abuse or molestation did occur.

The following is added to How much we will pay:

The most we will pay for claims arising from abuse or molestation is €1,300,000 during the period of insurance for the total of all such claims and their defence costs, including any claims forming part of a series of other claims regarded as one claim under this section. You must pay an excess of €500.

501.0 COMMERCIAL LEGAL PROTECTION

Legal expenses - cover for up to €150,000.

DAS legal advice line: Tel. 01 670 7470

Please quote policy reference TS5/4313588 in all correspondence

For the purpose of Commercial Legal Protection, we/our means DAS Legal Expenses Insurance Company Limited, who provide the cover and manage all claims under that section.

603.0 COMMERCIAL ASSISTANCE & LEGAL ADVICE HELPLINE

Your Hiscox policy gives you access to a general business advice line.

For advice on employment, prosecutions, health and safety, sex discrimination, tax and European law call +44 (0)870 050 3030

Endorsements - applicable to the whole policy

IMPORTANT NOTICE: CHANGES TO YOUR POLICY DUE TO BREXIT

As a result of the likely departure of the United Kingdom from the European Union (Brexit), **we** have had to make some changes to how our policies are underwritten from 1st January 2019.

Please note that the changes referred to in this notice do not affect the cover provided under the policy.

Previously our policies were underwritten by Hiscox Underwriting Ltd (HUL) as an intermediary on behalf of the insurers shown in the schedule. Most sections of the policies were insured by the Hiscox Insurance Company Limited (HIC), although some sections were insured by other insurers, as detailed on the schedule.

As a result of Brexit, section of **our** policies that were previously insured by HIC are now insured by Hiscox SA (HSA) directly. HUL will no longer act as intermediary. HSA is an insurance company in the Hiscox group, domiciled and regulated in Luxembourg.

As a result of the change of insurer from HIC to HSA, **we** have had to make a number of changes to the way in which our policies are administered, including how complaints are dealt with.

In order to reflect these changes, the following amendments are made to **your policy**, including the schedule:

	Amended to read:
References to Hiscox Company Limited:	Hiscox SA

Address:	<p>Hiscox SA registered head office: Avenue John F. Kennedy 35F 1855 Luxembourg LUXEMBOURG</p> <p>Local branch office: Hiscox SA (Irish branch) 7-11 Sir John Rogerson's Quay Dublin 2 D02 VC42 REPUBLIC OF IRELAND</p> <p>Website: https://Hiscox.ie</p>
Company Number:	<p>Hiscox SA: Registered in Luxembourg with Trade and Company Register Luxembourg (RCS Luxembourg): registration number B217018</p> <p>Hiscox SA (Irish branch): Registered in Republic of Ireland with Companies Registration Office: company number 908764</p>
Regulator:	<p>Hiscox SA is subject to the supervision of the Commissariat aux Assurances</p> <p>Local branch regulator: Central Bank of Ireland</p>
Signatory:	<p>Richard O'Dwyer Managing Director, Hiscox (Irish branch)</p>
Contact number and email address for Customer Relations	<p><u>Customer relations:</u> customerrelations.ireland@hiscox.com +353 1 238 1810</p>
Contact numbers and email address for Claims	<p>Liability claims: liabilityclaims.ireland@hiscox.com +353 1 238 1811</p> <p>Commercial property claims: commercialpropertyclaims.ireland@hiscox.com +353 1 238 1812</p>
Complaints:	<p>Customer Relations Hiscox SA (Irish branch) The Observatory 7-11 Sir John Rogerson's Quay Dublin 2 D02 VC42 REPUBLIC OF IRELAND</p> <p>or by telephone on +353 1800 901 903 or by email at customerrelations.ireland@hiscox.com</p>
Complaints (regulator):	<p>If you remain dissatisfied after the internal dispute resolution process, you may have the right to refer your complaint to the Financial Services and Pensions Ombudsman.</p> <p>The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolve complaints with pensions providers and regulated financial services providers.</p> <p>Contact details: Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin D02 VH29</p>

Phone: +353 1 567 7000

Email: info@fspo.ie

Web: www.fspo.ie

If you have purchased your policy online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

Alternatively, you can also contact:

Commissariat aux Assurances
7, boulevard Joseph II
L-1840 Luxembourg
LUXEMBOURG
e-mail: caa@caa.lu

Insurance Ombudsman
ACA,
12, rue Erasme,
L - 1468 Luxembourg
LUXEMBOURG
Phone: +353 44 21 44 1
Fax: +352 44-02-89
e-mail: mediateur@aca.lu

In addition, any references to Hiscox Underwriting Ltd in **your** policy are removed.

INFORMATION ABOUT US

Insurers

These insurers provide cover as specified in each section of the schedule.

Name:

Hiscox SA

Local branch: **Hiscox SA (Irish Branch)**

Registered address:

Hiscox SA registered head office:
Avenue John F. Kennedy 35F
1855 Luxembourg
LUXEMBOURG

Local branch registered office: Hiscox SA (Irish Branch)
The Observatory
7-11 Sir John Rogerson's Quay
Dublin 2
D02 VC42
REPUBLIC OF IRELAND

Company registration:

Hiscox SA: Registered in Luxembourg with Trade and Company Register Reference (RCS Luxembourg) registration number B217018
Hiscox SA (Irish Branch): Registered in Republic of Ireland with Companies Registration Office, company 908764

Status:

**Hiscox SA is subject to the supervision of the Commissariat aux Assurances
Local branch regulator: Central Bank of Ireland**

Name

DAS Legal Expenses Insurance Company Limited

Registered address

**DAS House, Quay Side, Temple Back
Bristol**

BS1 6NH
United Kingdom

Company registration

Registered in England number 00103274

Status

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Complaints procedure

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service. If you have any concerns about your policy or the handling of a claim you should in the first instance, contact Hiscox Customer Relations either in writing at:

Customer Relations
Hiscox SA (Irish Branch)
The Observatory
7-11 Sir John Rogerson's Quay
Dublin 2
D02 VC42
Republic of Ireland

or by telephone on +353 1800 901 903
or by email at customerrelations.ireland@hiscox.com

If you remain dissatisfied after the internal dispute resolution process, you may have the right to refer your complaint to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolve complaints with pensions providers and regulated financial services providers.

Contact details:
Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin
D02 VH29

Phone: +353 1 567 7000
Email: info@fspoi.ie
Web: www.fspoi.ie

If you have purchased your policy online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

Alternatively you can also contact:

Commissariat aux Assurances
7, boulevard Joseph II
L-1840 Luxembourg
e-mail: caa@caa.lu

Insurance Ombudsman
ACA,
12, rue Erasme,
L - 1468 Luxembourg
Phone: +352 44 21 44 1
Fax: +352 44-02-89
Email: mediateur@aca.lu

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning +353 (0) 1238 1800 or by emailing us at dataprotectionofficer@hiscox.com

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our cookies policy at www.hiscox.ie/cookies and our privacy policy at www.hiscox.ie/privacy