

Broker Ref: MAMY63EC01  
Date: Wednesday, 21 August 2019



Michael Matthews  
121 Hillside  
Dalkey  
Co. Dublin

Dear Mr Matthews

**Re: Trademaster Insurance Renewal - Michael Matthews**

Following the recent renewal of your Trademaster policy with RSA, I now enclose the following policy documentation for your file:

- Insurance Schedule & Risk Specific Endorsements
- Certificate of Insurance
- Statement of Fact
- Policy Document

I would ask you to please read through the Policy Schedule and supporting Policy Document and check the details of same to ensure all cover is in accordance with your requirements. The Policy Schedule should be read in conjunction with your policy document, paying particular attention to the terms, conditions, limits and exclusions contained therein. I would also like to stress the importance of compiling with the policy warranties and/or endorsements as failure to do so may result in a claim not being paid and/or the policy being voided.

I would also remind you of your obligation to disclose any material facts that have arisen or may arise in respect of this risk as failure to do so could invalidate your insurance. A material fact is one which is likely to influence the insurers in the assessment or acceptance of the risks and if you are in any doubt as to whether a fact is material you should disclose it to insurers.

I trust you will find this in order, however should any alterations be required or indeed if you have any queries please do not hesitate to contact me.

Thank you for renewing your business with Arachas.

Kind regards,

Trades Team

[tradesadmin@arachas.ie](mailto:tradesadmin@arachas.ie)

## INSURANCE SCHEDULE

<b>Insured</b>	Michael Matthews
<b>Address</b>	121 Hillside Dalkey Co. Dublin
<b>Occupation</b>	Carpenters Fitting velux windows flooring for attics & attic stairs
<b>Period of Cover</b>	11/08/2019 to 10/08/2020
<b>Renewal Date</b>	11/08/2020
<b>Insurer</b>	RSA - Allied Trade Scheme
<b>Policy Number</b>	LY93244469/0279
<b>Public Liability Indemnity Limit</b>	€ 6,500,000 any one occurrence
<b>Product Liability Indemnity Limit</b>	€ 6,500,000 any one occurrence and aggregate in the period
<b>Employers Liability Indemnity Limit</b>	€ 13,000,000 any one occurrence
<b>Number of employees</b>	0
<b>General Conditions</b>	- Standard Policy Terms, Exceptions and Conditions Apply - Indemnity to Principals
<b>Endorsements</b>	<b>In addition to the standard policy terms, exceptions and conditions, the attached Risk Specific Endorsements also apply.</b>
<b>Premium Breakdown</b>	
Premium incl Government Levy	€ 780.99
Administration Fee	€ 50.01
Total	€ 831.00
<b>Date Printed</b>	21/08/2019

## **RISK SPECIFIC ENDORSEMENTS APPLICABLE**

**Endorsement(s) attaching to and forming part of Policy No. LY93244469/0279**

### **4. Height Limitation 15 metres**

This policy does not indemnify the Insured against liability arising out of any work undertaken on or in buildings or other structures where the Insured performs such work over 15 metres above normal ground or site or floor level.

### **6. Woodworking Exclusion**

The Employers Liability Section of this policy does not indemnify the Insured in respect any claim arising in connection with the use of woodworking machinery driven by steam gas water electricity or other mechanical power.

The expression "woodworking machinery" shall not be deemed to include:

Lathes, fret saws, boring machines, sanding machines or mechanically driven portable tools (other than pendulum or swing saws) applied to the work by hand.

### **12. Minimum Premium**

This Policy is subject to a minimum and deposit premium. In the event of mid term cancellation, no refund of premium will be allowed.

### **13. Sub Contractors**

It is a condition precedent to liability of the Insurer in respect of work carried out for the **Insured** or on the **Insured's** behalf by bona-fide sub-contractors that

- (a) payments to Bona-fide sub-contractors do not exceed 25% of the Insureds annual turnover
- (b) the Insured will check prior to their appointment that Bona-fide subcontractors hold current Public Liability Insurance appropriate to the work to be carried out.

### **16. Third Party Property Damage Excess**

The indemnity provided by the Public liability and Products Liability Sections of this policy shall not apply to or include the first €500 of each and every claim arising in connection with loss and/or damage to material property.

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## **RISK SPECIFIC ENDORSEMENTS (Contd..)**

**Endorsement(s) attaching to and forming part of Policy No. LY93244469/0279**

### **17. Limited EL Cover**

Clause

For the purpose of the Employers Liability Section of this policy the definition of employee shall read as follows.

EMPLOYEE

The term "Employee" shall mean

any labour master or labour only subcontractor working for the Insured in connection with the Business

Clause

The premium for the employers liability cover afforded under the policy is included in the premium paid in respect of the Public Liability Section of the policy.

It is warranted that this section of the policy will automatically cease to be effective when the payments to "employees" exceed €5,000, unless the insurer has agreed in writing to continue the cover and the Insured has agreed to paid the additional premium that will be due.

Employers Liability Section Extension 3 Temporary employees automatic cover is deleted.

# CERTIFICATE OF INSURANCE

<b>Insured</b>	Michael Matthews
<b>Address</b>	121 Hillside Dalkey Co. Dublin
<b>Occupation</b>	Carpenters Fitting velux windows flooring for attics & attic stairs
<b>Period of Cover</b>	11/08/2019 to 10/08/2020
<b>Insurer</b>	RSA - Allied Trade Scheme
<b>Policy Number</b>	LY93244469/0279
<b>Public Liability Indemnity Limit</b>	€ 6,500,000 any one occurrence
<b>Product Liability Indemnity Limit</b>	€ 6,500,000 any one occurrence and aggregate in the period
<b>Employers Liability Indemnity Limit</b>	€ 13,000,000 any one occurrence
<b>General Conditions</b>	<ul style="list-style-type: none"><li>- Standard Policy Terms, Exceptions and Conditions Apply</li><li>- Indemnity to Principals</li></ul>
<b>Endorsements</b>	<b>In addition to the standard policy terms, exceptions and conditions, the attached Risk Specific Endorsements also apply.</b>



Conor Brennan  
CEO, Arachas

**Date:** 21/08/2019

## STATEMENT OF FACT

### Employee Details

Number of Manual Principals		0
Manual employees		0
Clerical Employees		0
Payments to Insured Labour Only sub-contractors	€	0
Payments to Uninsured Labour Only sub-contractors	€	5,000
Payments to Bona Fide sub-contractors	€	0
Estimate of total Turnover excluding VAT & land disposal	€	0
Do you have a Health & Safety Statement in place		No *

\* You are advised that under appropriate Health & Safety Legislation you are obliged to prepare a Safety Statement if you engage any employees or subcontractors.

Have you or any of your business Partners		
- had any claims in the last 3 years		No
- ever been convicted of or prosecuted for any criminal offence		No
- ever been declined insurance cover or required to incur increased premium		No
- Do Bona fide sub-contractor payments exceed 25% of turnover		No

Do you work at heights exceeding 15 metres from the work platform **No**

Your occupation is described as:

**Carpenters Fitting velux windows flooring for attics & attic stairs**

Do you use wood working equipment other than hand held **No**

Number of woodworking machinists employed **0**

This documentation has been prepared on the basis of information given by you and forms part of your Contract of Insurance with RSA Insurance Ireland DAC.

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## THE LAW APPLICABLE TO THE CONTRACT

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, RSA Insurance Ireland DAC and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer with which your contract will be concluded is RSA Insurance Ireland DAC.

## COMPLAINTS PROCEDURE

If you have any complaint about the insurance contract, you should contact either Arachas Corporate Brokers Limited at the address: The Courtyard, Carmanhall Road, Sandyford Industrial Estate, Dublin 18 or the branch of RSA Insurance Ireland DAC, that issued the policy. If your complaint is not resolved to your satisfaction, please write to the Complaints Manager, RSA Insurance Ireland DAC, RSA House, Dundrum Town Centre, Sandyford Road, Dublin 16.

*If you are still dissatisfied, you may contact:*

*The Financial Services and Pensions Ombudsman*

*Lincoln House, Lincoln Place, Dublin 2, D02 VH29*

**Phone:** +353 1 567 7000

**Email:** [info@fspo.ie](mailto:info@fspo.ie)

**Website:** [www.fspo.ie](http://www.fspo.ie)

## DATA PROTECTION

RSA and Arachas will use your personal information for the provision of insurance services such as providing a quotation, underwriting a policy and handling claims under an insurance contract. We will also use your data for other related matters such as complaint handling, prevention or detection of fraud, reinsurance and statistical analyses. We control and process data in line with the General Data Protection Regulations.

When looking for a quote for a product from us, you will need to provide us with information relating to what you wish to be covered by the insurance. When buying certain products, we will on occasion need to collect special categories of data e.g. convictions history.

If you need to claim against your insurance policy, we normally need to collect information that evidences what happened in the incident. If other people are involved in the incident, we may also need to collect additional information related to them (including children) which can include special categories of data (e.g. injury and medical data, etc).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this notice to the attention of each beneficiary at the earliest possible opportunity. Please also ensure that anyone else who is insured under your policy has agreed to provide their personal information to us.

We may share your details with a number of external parties in order to administer your policy, handle claims and to prevent and detect fraud. For example:

- Arachas & anyone authorised by you to act on your behalf
- To regulatory bodies such as SEAI. This is in line with industry standards and is to facilitate the running of your business.
- Our Third Party Service Providers such as technology suppliers, hosting/storage providers, payment providers and document providers
- With other companies within the RSA Insurance Group
- The Insurance Link Anti-Fraud register (for more info see [www.inslink.ie](http://www.inslink.ie)) and other insurance companies
- Loss Adjusters, claims investigators, repairers, medical practitioners, solicitors and other firms as part of the claims handling process
- Surveyors
- Private Investigators when we need to further investigate certain claims
- Other fraud prevention databases available in the insurance industry
- With prospective sellers or buyers in the event that we decide to sell or buy any business or assets
- Our reinsurers

We may also share your personal information as a result of our legal and regulatory obligations. This can include with An Garda Síochána, other official agencies and on foot of a Court Order or Subpoena.

In order to provide you with the insurance policy, we may share your information with our service providers and on occasions, some of your personal information may be sent to other parties outside of the European Economic Area (EEA). We would only do this in compliance with the appropriate legal and technical safeguards such as the standard data protection clauses adopted by the European Commission, Binding Corporate Rules or as a result of an adequacy decision of the European Commission. If you have any questions or comments about this privacy notice please contact: The Data Protection Officer, RSA Insurance Ireland DAC, Dundrum Town Centre, Sandymount Road, Dundrum, Dublin 16, D16 FC92

If you wish to raise a complaint on how we have handled your personal information, please send an email to [ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com) or write to us using the address provided in Section 10. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days. If you are not satisfied with our response you can lodge a complaint to the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlington, Co Laois, R32 AP23.