



General Insurance Guidelines & Definitions

The purpose of these Guidelines is to provide information to assist you in understanding your obligations under your insurance policy (ies), together with definitions of important insurance terminology and information on additional services Aon can offer you. This document should be read in conjunction with your policy terms, conditions and exclusions. Please do not hesitate to contact us should any queries arise. (E. &O.E.)

Average

When a policy or item is 'subject to average' settlement of any claims will be based on that proportion of the loss that the sum insured bears to the actual value of the insured property:

- a) at the time of reinstatement, if cover is on a reinstatement basis or
- b) at the time of the loss, if cover is on an indemnity basis

To avoid being penalised by this Clause, it is essential that the sums insured are maintained at an adequate level at all times.

Claims Procedures

We cannot over-emphasise the importance of this condition. It is imperative that all incidents are reported to us regardless of whether a claim has been lodged against you or not. By doing so, you will ensure that not only your Insurers' position, but also your own, will not be prejudiced. When forwarding personal data in relation to incident notifications to Aon, you must satisfy yourself that you are not in breach of your own Data Protection obligations. However, personal data must NOT be disclosed unless you have obtained the permission of the person involved. If you disclose personal data to Aon, then we are obliged to accept the data/information and forward it to your Insurers.

Responsibility lies with the injured party to indicate if they intend to make a claim. Having notified the incident, we would ask you to send any documentation, claim forms, third party correspondence etc., to us immediately. All policies contain a claims notification condition, which usually sets a fixed time limit within which claims/incidents must be notified. Under this condition, Insurers could repudiate liability should the matter not be notified in line with the time allowance granted. Under no circumstances should liability be admitted and any correspondence issued by Third Parties or persons acting on their behalf should be forwarded to us immediately, unanswered.

In the event of a claim for either property damage (under your household policy) or damage to your vehicle (under your motor policy your insurer may appoint its own builder or other expert to undertake restitution work on your property or motor vehicle.

Conditions and Warranties

Insurance policies contain both general conditions and specific conditions. General Conditions are applicable to all sections of the policy and may address such matters as, for example, your obligations in the event of an incident or loss; rights and or/terms of policy cancellation; security requirements; notifying changes in risk or interest; precautions to avoid loss, and the like. Policies may also contain Warranties, which set out the need for specific actions or behaviours on your part to ensure the operation of cover. Warranties can apply to many aspects of the cover but might include for example activation of alarm systems, storing goods or carrying out processes in certain ways, utilising machinery guards, measures to be taken when property is not occupied, removal of waste and so forth.

You should familiarise yourself with all policy Conditions and Warranties as failure to observe their terms may affect the policy cover. Conditions and Warranties form part of the insurance contract and if a loss results from or is contributed to by a breach of any warranty or condition, insurers may avoid payment of claims.

Data Protection

Aon MacDonagh Boland is a Data Controller as defined in the Data Protection Act 1988 and 2003. We collect data in order to provide the highest standard of service to you. We take great care with the information provided; taking steps to keep it secure and to ensure that it is only used for legitimate purposes. To fulfil these objectives, we may share information with other affiliated professionals. The information and other data provided to our office may be used to advise you of products and services we may offer from time to time.

Duty to Disclose Material Information and Possible Consequences of Non-Disclosure

Material information is information that may influence an Insurer in deciding whether a risk is acceptable and, if so, the premium, terms and conditions to be applied. Failure to make full disclosure of relevant facts may result in serious consequences, such as cancellation of the cover or non-payment of claims. You should also be aware that such actions being taken by an insurer would become a material fact to be disclosed in relation to other insurance proposals and may result in you encountering difficulties in trying to purchase insurance elsewhere. In the case of property insurance, the failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property.

Relevant facts can include medical details or history, and previous insurance claims made by you or other concerned parties under a similar type of insurance policy as the one being sought, as well as certain convictions and any other facts which may be relevant to the insurance proposal. Disclosure of relevant facts and material information is not limited to answering specific questions that may be asked.

The duty to disclose is an on-going duty; it is re-imposed when there are changes or variations in cover and when the policy is renewed or extended. In addition, changes which substantially increase the risk, or relate to compliance with a warranty or condition in the policy, must be notified at once.

To ensure that cover is not prejudiced by a failure to disclose material information, if you have any doubt as to whether information is material or not we strongly recommend that you present it for the insurers' consideration.

E-Mail Protocols

Throughout Aon, E-mail is regarded as an important business tool and we endeavour to make appropriate use of this system in dealings with our clients. E-mails and any files transmitted with them are confidential and intended solely for the use of the individual or entity to which they are addressed. Please note that any views or opinions presented in e-mails are solely those of the author and do not necessarily represent those of the company.

E-mails and their attachments should be checked and scanned for the presence of viruses. Aon accepts no liability for any damage caused by any virus transmitted by E-mail. Finally, please note that cover instructions in respect of new or existing policies cannot be deemed to be in force until such time as written confirmation has been issued by Aon.

Indemnity

Where property claims are settled on an Indemnity basis, Insurers will take into account deductions for depreciation or wear and tear depending on the age and condition of the damaged or destroyed property. Sums insured on an indemnity basis should represent the current new value of the items, with an allowance for depreciation. It is not sufficient to use the 'written down' or 'book value' of the property as these will probably represent the original purchase price and not the current new value.

Insurance Contracts

All insurance policies are legal contracts based on "utmost good faith". This is a legal principle which requires the Insured/ Proposer to divulge all relevant information about the risk before the Insurers accept it.

Insured

It is imperative that the title of the Insured (or "Policyholder/s") is shown correctly on all policies. Please check your insurer documentation to ensure its accuracy, and contact us should you require any changes.

Motor Vehicles

- i. Cover is dependent upon drivers holding correct licenses for vehicle classes concerned. Regular checks to ensure that drivers have adequate licenses, including towing of trailers if applicable, are recommended. Changes in vehicle use, drivers or information previously declared about them such as medical details, accidents, convictions, penalty points, prosecutions pending or the like should be notified to Aon immediately. When forwarding personal data to Aon in respect of Temporary and/ or Permanent additional drivers, please ensure that you obtain the permission of the person(s) in question to ensure that you are not in breach of your data protection obligations.

Aon recommends that ALL vehicles be declared to insurers, whether used on a road or not. Please contact us for further clarification if required.

- ii. In the event of a claim, an insurer/adjuster may appoint its own expert to undertake restitution work on a motor vehicle. Where an insured vehicle is deemed to be beyond economic repair following an insured event, the insurer will base its settlement on the market value of the vehicle at the time of loss, or the sum insured stated on the policy, whichever is the less.
- iii. Foreign Use
Before driving abroad, you should clarify the extent and nature of cover (if any) operative outside Ireland.
- iv. National Fleet Database (NFD) and Motor Insurance Database (MID).
Garda cars are equipped with "Automatic Number Plate recognition" (ANPR) equipment, which can instantly tell them whether a car is insured or not. This is done by their ANPR system carrying out a check against the NFD. The database contains details of all privately owned vehicles insured on a single/multi vehicle policy basis, as these were uploaded by each insurer.

Other Insurances

The following is a list of available insurance classes, some of which may not be currently in force and which you may wish to consider purchasing. Cover details and /or quotations, if available, can be provided upon request.

Fire & Perils	Products Liability Excess Products Liability	Marine (a) Hull (b) Cargo	Legal Expenses
Business Interruption	Excess Umbrella Liability	Marine Consequential Loss	Bloodstock/Livestock
Material Damage All Risks	Products Recall	Theft	Directors & Officers Liability
Terrorism	Products Guarantee	Money	Kidnap / Ransom
Claims Costs	Professional Liability	Fidelity Guarantee/Crime	Libel/Slander
Increased Cost of Working	Product Contamination/ Extortion	Glass/Neon Signs	Customs or other Bonds
Loss of Book Debts	Financial Loss	Exhibition	Employment Practices Liability
Sprinkler Leakage	Non-Negligence	Personal Accident/ Sickness	Pensions Trustee Liability
All Risks (a) Contract Works (b) Office Equipment (c) Documentation	Motor (a) Private Motor (b) Commercial Vehicles (c) Special Types (d) Hired in Plant (e) Motor Cycles (f) Trailers – detached/ attached (g) Legal Expenses &/or uninsured loss recovery.	Credit (a) Domestic (b) Export	Engineering, including but not limited to: (a) Computer & Ancillary Equipment (b) Boiler/Pressure Plant (c) Lifting Plant (d) Electrical Plant (e) Refrigeration Plant (f) Hired in Plant (g) Storage Tank/Containers (h) Contamination/Spoilage Risks (i) Machinery(Dismantling, Transit, Erection) (j) Consequential Loss.
Employers Liability/ Excess Employers Liability	Environmental Impairment	Repatriation	Keyman Cover
Public Liability/ Excess Public Liability	Motor Traders (a) Road Risks (b) Internal Risks	Travel	Critical Illness

Reasonable Care

A basic and very important requirement of all insurance policies is that you must take all reasonable care to avoid loss, damage or injury. The existence of insurance should not affect your attitude to dealing with exposure to loss.

Reinstatement

Claims settlements will represent the replacement cost of the insured property. The replacement property must be of a similar type but not better or more extensive than its condition when new. In calculating the replacement cost, we would point out that it is not sufficient to insure for today's cost but the anticipated cost at the time reinstatement may occur taking into account inflation and the period necessary to complete the reinstatement.

A loss at your premises could foreseeably occur on the last day of the insurance year. Therefore, your sum insured should represent (unless otherwise endorsed) the replacement cost of the property taking into account the period necessary to complete the reconstruction of the premises and the replacement of all stock, machinery and equipment therein.

Terms of Credit

Terms of credit are as agreed with Aon, or otherwise as stated in specific Payment Warranties that apply under certain insurance policies. Failure to submit your remittance within the specified period may result in cancellation of the policy from inception.

About Aon

Aon is the leading global provider of insurance and reinsurance brokerage, risk management services, and human capital and management consulting. Aon harnesses industry-leading global resources, technical expertise and market influence to deliver distinctive value to clients. For more information, contact your service team or visit www.aon.com.