



Schedule (Renewal)
Policy Number: HUPI6/9158021

INSURANCE DETAILS

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| Period of Insurance | 05/01/2021 to 04/01/2022 |
| Underwritten by | Hiscox SA |

INSURED DETAILS

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| Insured | Milltown (Co Galway) Development Ltd. & Milltown Community Council Ltd. | | |
| Address | MILLTOWN COMMUNITY CENTRE, MILLTOWN TUAM GALWAY | | |
| Additional insureds | There are no additional insureds on this policy | | |
| Business description | Community Development Centre, Heritage Park | | |
| General terms and conditions wording: | 10524 WD-PIP-IRE-GTC(1) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below | | |
| Property definitions wording: | 29034 WD-PIP-IRE-JLTPD(1) Property definitions apply to the Property sections of this policy in conjunction with the specific wording detailed in each section below | | |
| Activities | Playground - children's playground owned and operated by Milltown Development Ltd. Tennis court, gated but open to the public for use. Heritage Park with cottage, with green area and picnic tables. Cottage is unoccupied but volunteers work on heritage park so it is visited regularly - used for Santas Grotto. Car park for approx 30 cars. Boardwalk at Cloondroon Lake - for fishing - open to the public. Riverside Walk at Clare River - walkway open to the public. Jockey's Monument at Cloonagh Cross (plaque). Groups use Centre - Irish dancing, Drama Society, Brownies, Foróige - not all groups have their own insurance. Santas Grotto in cottage in Heritage Park for December. | | |
| Turnover | €21,000 | Total number of employees | 18 |

PREMIUM DETAILS

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| Annual Premium | €1,760.26 | Annual Tax | €88.01 | Total | €1,848.27 |
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PACKAGE - Marsh Charities Scheme**MATERIAL DAMAGE SECTION****BUILDINGS**

Premises MILLTOWN, GALWAY

Wording 290435 WD-PIP-IRE-JLTBU(1)

| Item description | Excess | Amount insured |
|-------------------------|---------------|-----------------------|
| Main Building | €250 | € 309,000 |
| Rent receivable | €250 | € 0 |
| Portacabins | €250 | € 0 |

Additional Cover

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|--------------------------|-----------|
| Loss prevention costs | € 25,000 |
| Emergency services | € 32,500 |
| Trees, shrubs and plants | € 25,000 |
| Additions to buildings | € 20,000 |
| Trace and access | € 10,000 |
| Inadvertent omissions | € 500,000 |
| Bequeathed property | € 250,000 |

Endorsements

902.0 Deep fat frying

CONTENTS

Premises MILLTOWN, GALWAY

Wording 290436 WD-PIP-IRE-JLTPC(1)

| Item description | Excess | Amount insured |
|---|---------------|-----------------------|
| General contents, fine art | €250 | € 50,000 |
| Tenants improvements, fixtures and fittings | €250 | € 0 |
| Computers, software and ancillary equipment | €250 | € 5,000 |
| 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

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| 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 |

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

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| Endorsements |
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| 902.0 | Deep fat frying |
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| PROPERTY AWAY FROM THE INSURED LOCATION: EU |
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Premises MILLTOWN, GALWAY

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

| Item description | Excess | Amount insured |
|--------------------------|--|-----------------------|
| Portable equipment (EU) | €250 | € 500 |
| Excess applies to | Each and every claim, Geographical Limit: European Union | |

Endorsements

64.0 Care, custody and control

EMPLOYER'S LIABILITY SECTION

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|------------------------------|---|---------------|------------|
| Limit of Indemnity | €13,000,000 | Excess | Nil |
| Wording | 10527 WD-PIP-IRE-JLTEL(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

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

GENERAL LIABILITY (PUBLIC AND/OR PRODUCTS LIABILITY)

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|----------------------------|---|---------------|-------------|
| 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

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| Special limits included within the limit of indemnity |
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| Criminal defence costs | €100,000 in the aggregate |
| Pollution defence costs | €100,000 in the aggregate |

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| Endorsements |
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| 145.2 | Contingent motor liability endorsement (GL) |
| 6169.0 | Claims against named principals |
| 6201.0 | Hirers liability endorsement |
| 6206.0 | Playground equipment condition endorsement |

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| TRUSTEE AND INDIVIDUAL LIABILITY |
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| Limit of Indemnity | €100,000 | Excess | Nil |
| Wording | 10522 WD-CHR-IRE-TIL(1) | | |
| Limit applies to | in the aggregate including costs | | |
| 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 | | |

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| Endorsements |
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| 705.4 | Prior & Pending Litigation Date |
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| COMMERCIAL LEGAL PROTECTION (DAS) |
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|---------------------------|---|---------------|-------------|
| Limit of Indemnity | €150,000 | Excess | €250 |
| Wording | 6348 WD-PIP-IRE-DAS(5) | | |
| Limit applies to | each and every occurrence including defence costs | | |
| Excess applies to | each and every occurrence for aspect enquiries only | | |

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| Endorsements |
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| Clauses |
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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.

6169.0 CLAIMS AGAINST NAMED PRINCIPALS

The following is added to What is covered;

Claims against a named principal

If, as a direct result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against Patrick McGarry (Jockey's Monument), Galway Rural Development, Department of Environment, Community and Local Government and its Minister, The European Union, Galway Co. Council, Kenneth Waldron (Riverwalk)

Galway County Council

Galway 2020

and you are liable for that claim, we will treat such claim as if made against you and make the same payment to

Patrick McGarry (Jockey's Monument), Galway Rural Development, Department of Environment, Community and Local Government and its Minister, The European Union, Galway Co. Council, Kenneth Waldron (Riverwalk)

Galway County Council

Galway 2020

that we would have made to you, provided that the party to be indemnified:

- a. has not, in our reasonable opinion, caused or contributed to the claim against them; and
- b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section; and
- c. has not admitted liability or prejudiced the defence of the claim before we are notified of it; and
- d. gives us the information and co-operation we reasonably require for dealing with the claim: and
- e. is not also indemnified under What is covered, Claims against principals; and
- i. is being provided services by you under contract or agreement; or

ii. had given their permission to you to carry out your business at any premises owned, leased or operated by them.

6201.0 HIRERS LIABILITY ENDORSEMENT

The following is added to What is covered:

Hirers Liability

We will also indemnify the hirer of your business premises against bodily injury or property damage occurring during the period of insurance arising directly from their use of your business premises.

We will not make any payment under this extension if the hirer:

- a. was using the business premises for commercial or business purposes;
- b. has the benefit of any other insurance policy that also provides indemnity for the hirers activity; or
- c. has hired the business premises for a period longer than 24 hours or more than once a week unless declared to and agreed to us in writing

The following is added to How much we will pay, Special limits:

Hirers Liability

For claims arising under What is covered, Hirers liability, the most we will pay is a single limit of indemnity 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. The most we will pay is €2,600,000 in any one period of insurance. The hirer must pay the relevant excess shown in the schedule.

6206.0 PLAYGROUND EQUIPMENT CONDITION ENDORSEMENT

The following applies to the whole of this policy and is a condition precedent to our liability.

We will not make any payment under this insurance unless you comply with all of the requirements below.

Whenever you are responsible for any playground equipment or playing field at the business premises, you must ensure that:

- i) A written risk assessment is in place for all play equipment or playing fields that you are responsible for; and
- ii) All equipment and land is regularly inspected for defects or other problems that might be dangerous or cause injury and a written record of the inspection is kept. A written procedure is in place to take action if any defects or problems are found; and
- iii) All equipment or land is regularly maintained by a suitably qualified or experienced individual employed by the relevant County/City Council or engaged as a contractor by that County/City Council and a written record of maintenance is kept; and
- iv) All equipment has been inspected by an inspector employed by the relevant County/City Council or engaged as a contractor by that County/City Council within the last 12 months, and any recommendations or requirements from their inspection have been carried out; and

We will not make any payment for any claim or loss arising from playground equipment or playing fields unless all of the above criteria have been fully complied with.

705.4 PRIOR & PENDING LITIGATION DATE

Prior & Pending Litigation Date :

05/01/2015

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: | Hiscox SA registered head office: Avenue John F. Kennedy 35F 1855 Luxembourg LUXEMBOURG Local branch office: Hiscox SA (Irish branch) 7-11 Sir John Rogerson's Quay Dublin 2 D02 VC42 REPUBLIC OF IRELAND Website: https://Hiscox.ie |
| Company Number: | Hiscox SA: Registered in Luxembourg with Trade and Company Register Luxembourg (RCS Luxembourg): registration number B217018 Hiscox SA (Irish branch): Registered in Republic of Ireland with Companies Registration Office: company number 908764 |
| Regulator: | Hiscox SA is subject to the supervision of the Commissariat aux Assurances Local branch regulator: Central Bank of Ireland |
| Signatory: | Richard O'Dwyer Managing Director, Hiscox (Irish branch) |
| Contact number and email address for Customer Relations | Customer relations: customerrelations.ireland@hiscox.com +353 1 238 1810 |
| Contact numbers and email address for Claims | Liability claims: liabilityclaims.ireland@hiscox.com +353 1 238 1811 |

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|--|---|
| | <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> <p>Phone: +353 1 567 7000 Email: info@fspoi.ie Web: www.fspoi.ie</p> <p>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</p> <p>Alternatively, you can also contact:</p> <p>Commissariat aux Assurances 7, boulevard Joseph II L-1840 Luxembourg LUXEMBOURG e-mail: caa@caa.lu</p> <p>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</p> |
| <p>In addition, any references to Hiscox Underwriting Ltd in your policy are removed.</p> | |

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
DO2 VH29

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
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