

Statement of Fact

Please read the following information carefully as it is a record of the information given by you or on your behalf. This information has been used to decide the premium to charge you and the terms on which to provide cover to you. If the information is correct, to the best of your knowledge and belief, you need take no further action. However, if any of the following details appear to be incomplete or incorrect, please contact us as soon as practicably possible. You will be advised of any changes to your policy, or to the premium payable and will be issued with a replacement Statement of Fact. Providing the information contained in this document is accurate and correct, you should retain this document and keep it in a safe place.

You have agreed the following Statements of Fact:

1. No insurer has ever declined to insure you, or refused to renew or terminate your Employers, Public or Products Liability insurance.
2. You or your directors or partners have never been convicted of or charged with (but not yet tried for) a criminal offence, other than a motoring offence.
3. You or your directors or partners have never been owners, principals or partners of any other firm involved in this or a similar business which has been declared bankrupt wound up or ceased trading.
4. You have not suffered any losses or made any claims in the past five years for any of the perils or contingencies to which this insurance applies.
5. The maximum height at which work is undertaken does not exceed 15 metres above the ground and no excavation will exceed 3 metres in depth.
6. You will ensure that all employees and other operatives for whom you are responsible have a current, valid Safe Pass Registration Card and that a copy or photographic record of each card is retained for inspection by insurers.
7. The proposer confirms that they are domiciled in The Republic of Ireland.

Question Set

Business Name :	Magical Genie Ltd. t/a Genie Mackers
Business Description :	Childrens entertainer Face Painting
Status :	Limited Company
Turnover :	€ 60000
Annual Payments to bona fide sub-contractors :	€ 2000
Employees :	0
Clerical Employees :	0
Annual Payments to labour only sub-contractors :	€ 7500

Policy Details

Policy Number :	ELPL-45147
Unique Market Reference:	B1759IC115328X
Broker :	Robert Blythman
Insured's Name :	Magical Genie Ltd. t/a Genie Mackers
Address :	94, West Court Yard, Tullyvale, Cabinteely, Dublin 18
Period of Insurance :	From : 12/08/2021 To : 11/08/2022
Total: (excl 5% Government Levy):	€ 435.52
Government Levy :	€ 21.78
Total: (inc 5% Government Levy) :	€ 457.30
Policy Excess (the first amount of any claim which you must pay) :	a) Employers Liability: €750 b) Public/Products Liability: €750
Policy Wording :	QBEOPT010121

Insurer

Lloyd's Insurance Company S.A. (Reinsured by Lloyd's syndicate DCH 386 which is managed by QBE Underwriting Limited)
 Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be. Website address: lloyds.com/brussels. E-mail: enquiries.lloydsbrussels@lloyds.com. Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

The Details of Your Business

Full Business Description :	Childrens entertainer Endorsement(s) applicable: LA1,A01,A03,A08,A28,SLE,Q17,Q20
Additional Business Description :	Face Painting Endorsement(s) applicable: LA1,A01,A03,A08,SLE,Q11,Q17,Q20
Number of Directors :	1
Number of Clerical Directors :	0
Employer liability cover for working directors:	No
Number of Employees :	0
Number of Clerical Employees :	0
Projected Annual Turnover not Exceeding :	€ 60000
Limits of Indemnity :	Employers Liability : €13,000,000 any one claim/unlimited any one period of insurance Public Liability : €6.5 million Products Liability : €6.5 million
Total payments to Labour Only Sub Contractors :	€ 7500
Total payments to Bona Fide Sub Contractors :	€ 2000

Claims / Complaints

Claims

In the event of a claim please contact:

QBE European Operations – Dublin,
Claims Department,
4th Floor,
6-10 Suffolk Street,
Dublin 2
qbeclaims@optis.ie
Telephone: + 353 (01) 605 3688

Complaints

In the event of a complaint please contact:

Optis Insurances Limited,
Unit 1,
Knightsbrook Square,
Knightsbrook,
Trim,
Co. Meath
complaints@optis.ie
Telephone: 046 9481667

Endorsements/Special Terms

This combined liability schedule (including the following endorsements), together with the policy wording (ref: QBEOPT010121) attaches to and forms part of your insurance contract. A full copy of the policy wording may be downloaded from the Optis Insurance website at www.optis.ie.

Endorsements :

A01 - Hazardous Location Exclusion

We will not be liable in respect of any claim arising out of or in connection with

1. any work on or in

a) docks, harbours, railways, piers or wharves.

B) watercraft

c) chemical or petrochemical works, oil or gas refineries or storage facilities

d) aircraft, airports or airfields

e) power stations or nuclear power stations

f) any installation where nuclear processing is undertaken

g) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, tunnels, flyovers, dams, motorways, quarries, mines or collieries

A03 - Bona Fide Sub Contractors Condition

It is a condition precedent to liability that whenever a bona fide sub-contractor is engaged by you to perform work for you or on your behalf

a) you obtain confirmation that such bona fide subcontractor has in full force and effect policies covering Employers' liability with an indemnity limit of not less than Eur13,000,000 any one occurrence and Public/products liability with an indemnity limit of not less than Eur2,600,000 any one occurrence and you retain details of such insurances; and

b) you ensure that such policies have been extended to indemnify you in respect of any liability which may attach to you as a result of work performed by the bona fide subcontractor on behalf of you or their principal.

Where we have identified and charged a separate premium for bona fide subcontractors we will indemnify you under this policy for the vicarious liability of any such bona fide subcontractor provided you have complied with Conditions a) and b) above.

For the purpose of this condition 'Bona Fide Sub Contractor' shall mean any company or firm or individual who enters into a contract with you for the provision of services or the supply of goods or materials in conjunction with labour but this shall not include any firm or individual who enters into a contract of service with you for supply of labour only

A08 - Abuse Exclusion

We will not be liable in respect of any claim arising out of or in connection with physical, sexual or mental abuse.

A28 - Venue Liability Exclusion

We will not be liable in respect of any claim arising out of or in connection with any venue that is leased or hired to you or for which you may otherwise be responsible for in connection with the business.

LA1 - Local Authorities Clause

It is hereby noted and agreed that Local Authorities and/or Public Bodies and/or Health Boards are noted as joint insured under section B - Public Liability in relation to any contract undertaken by you on their behalf, but solely in respect of negligence attributable to you.

Q11 - Exclusion: Coronavirus and/or Pandemic

Insured section: General Exclusions

Endorsements/Special Terms - cont'd

The following clause is added and incorporated into the Employers Liability 'Public Liability, Product Liability and Pollution liability' (or otherwise) sections of this policy.

General Exclusions:

Coronavirus, epidemic and/or pandemic

Regardless of any provision to the contrary, the policy excludes any liability directly or indirectly caused by or resulting from, arising out of or in connection with or attributable to:

- a) any coronavirus (or similar or equivalent virus in the future);
- b) any mutation or variation of a) above;
- c) any coronavirus disease (or similar or equivalent disease in the future);
- d) any epidemic or pandemic which poses a threat to human health or human welfare whether officially declared an epidemic or pandemic or not; or
- e) any fear or threat of a), b), c) or d) above.

Clause: ZZACVP 01032

Q17 - CYBER and DATA LIMITED EXCLUSION ENDORSEMENT

(Other than Bodily Injury or Property Damage arising out of a Cyber Incident)

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or

1.2 loss, damage, liability, claim, cost, fines or penalties or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 5.

2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.

4 If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

5 However, clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:

5.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or

5.2 any ensuing physical damage to or destruction of third party property

resulting from or arising out of a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act**. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a **Cyber Incident** or a **Cyber Act**.

Definitions

6 **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

7 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

8 **Cyber Incident** means:

8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

Endorsements/Special Terms - cont'd

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

9 **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Q20 - Consumer Insurance Contracts Act 2019 Endorsement

This endorsement applies to policies (both new policies and renewals) entered into on or after 1 September 2020 and variations agreed to policies on or after that date. It reflects changes to the law brought about by the Consumer Insurance Contracts Act 2019 (the **Act**). Anything in the **policy** or any other document provided to the **insured** in connection with the **policy** which is inconsistent with any provision of the Act which has come into operation will be read in a manner consistent with such provision of the Act.

This endorsement and any provision of the Act shall only apply to the extent that the insured is a **consumer** (as defined in the Act) which includes, an incorporated body that had an annual turnover in its previous financial year (as defined in the Act) of EUR 3 million or less, and which is not a member of a group of companies with a combined annual turnover in the previous financial year of greater than EUR 3 million.

This endorsement includes terms and conditions which form part of the General terms and conditions of the **policy**. Accordingly, this endorsement should be read with the **policy** as if they are one document. In the event of a conflict or inconsistency between this endorsement and the **policy** or any other document provided to the **insured** in connection with the **policy** , this endorsement shall prevail.

1. Representations and basis of contract

1.1 A statement of opinion or as to the existence of a state of affairs, made by the **insured** prior to entering into the **policy**, shall have effect solely as a representation.

1.2 Any reference to 'basis of the contract' in the **policy** or in any of the **policy** documentation, including but not limited to the proposal form (if any), shall not have the effect of turning such a statement into a warranty.

2. Alteration of risk

Any 'alteration of risk' provision in the **policy** will allow the **insurer** to refuse a claim only where there is a change in the subject matter of the **policy** and circumstances have changed to the extent that the **insurer** can reasonably consider that the new risk is something which, on the true construction of the **policy**, it did not agree to cover.

3. Restrictive conditions

3.1 Any term in the **policy** or other documents issued by the **insurer** that imposes a continuing restrictive condition on the **insured** shall be treated as a suspensive condition. A breach of that term shall suspend the **insurer's** liability under the **policy** from the time of the breach until the time when the breach is remedied (to the extent it is capable of being remedied). The **insurer** will have no liability to the **insured** for any loss which occurs, or which is attributable to something happening, during the period when the **insurer's** liability is suspended.

3.2 The suspension of insurer's liability referred to in clause 3.1 shall not apply to the extent that the occurred breach has not increased the risk of a loss that has occurred in the circumstances concerned (being a loss for which payment is sought under the **policy**).

4. Terms not relevant to the actual loss

4.1 This clause applies to any term in the **policy** however described that has the effect of reducing the risk underwritten by the **insurer** relating to:

- (a) a particular type of loss;
- (b) loss at a particular time; or
- (c) loss in a particular location.

4.2 Any breach by the **insured** of a term of that type shall only suspend the liability of the **insurer** in respect of that particular type of loss, or loss at a particular time or loss in a particular location, and shall not provide a defence to a claim made under the **policy** if the breach has been remedied by the time the loss giving rise to the claim has occurred.

5. Fraudulent claims

5.1 If a claim contains information that is false or misleading in any material respect and the **insured** either knows or consciously disregards that it is false or misleading, the **insurer**:

- (a) shall be entitled to refuse to pay the claim;

Endorsements/Special Terms - cont'd

(b) may (by notice to the **insured**) avoid the **policy**, in which event coverage under the **policy** shall be treated as having terminated with effect from the date of the submission of the claim (such avoidance will apply to any claim made after that date but will not affect a valid claim already made under the **policy**); and

(c) need not return any of the premiums paid under the **policy**.

5.2 These remedies shall not be available against any other entity insured under the **policy** that was not implicated in the fraud.

6. Notification requirements

The **insurer** shall not be entitled to refuse liability under the claim where the **insured's** failure to comply with a specified notification period does not prejudice the **insurer**.

7. Subrogation - family and personal relationships

7.1 This clause only applies where the **insured** has incurred a loss covered under the **policy** in respect of which the **insured** has rights against some other person (in this clause referred to as "**the other person**") but the **insured** has decided not to exercise those rights because the **insured** and the other person are members of the same family or cohabitants, or

7.2 The **insured** need not assign rights of subrogation against **the other person** to the **insurer** in order to be entitled to payment in respect of the loss.

7.3 The **insurer** will not be entitled to be subrogated to the insured's rights against **the other person** unless the other person has insurance that would cover the liability to the **insured**.

7.4 The insurer may not recover more than the amount (if any) that **the other person** may recover under any liability insurance in respect of the liability to the insured.

7.5 This clause does not apply where the conduct of **the other person** that gave rise to the loss was serious or wilful misconduct.

8. Subrogation - employment

8.1 The **insurer** may not exercise its rights of subrogation against an employee of the **insured** except when it proves that the loss was caused by the employee intentionally or recklessly and with knowledge that the loss would probably result.

9. Criminal or intentional acts or omissions

9.1 If the **policy** contains a term or condition excluding coverage for loss or damage to property caused by a criminal or intentional act or omission of any one or more persons insured under the **policy**, the exclusion applies only to the claim of the **insured(s)**:

(a) whose act or omission caused the loss or damage claimed under the **policy**;

(b) who abetted or colluded in the act or omission; or

(c) who consented to the act or omission and knew or ought to have known that the act or omission would cause the loss or damage claimed under the **policy**.

9.2 Any **insured** whose coverage under the **policy** would be excluded but for clause 9.1(a) shall cooperate with the **insurer** in the investigation of the loss, including (on request by the **insurer**) submitting a statutory declaration and/or producing specified documents that relate to the loss for examination.

10. Third party rights

Nothing in the **policy** shall be read as overriding a third party's rights to claim against the **insurer** pursuant to the Act.

11. Insurable interest

Notwithstanding anything to the contrary in the **policy**, the **insured's** interest in the subject matter of the insurance is not required to extend beyond a factual expectation either of an economic benefit from its preservation, or of an economic loss on its destruction, damage or loss that would arise in the ordinary course of events.

12. Cooling-off Period - Right of Withdrawal

12.1 The **insured** has the right to withdraw from the **policy** within 14 working days of the date when the **insured** is informed that the contract has been concluded, by giving the **insurer** notice, unless the duration of the **policy** is less than one month.

12.2 If the **insured** exercises its right to withdraw from the **policy** within 14 working days:

(a) the **insured** and any person insured under the **policy** will be released from any further obligation arising from the **policy**; and

(b) the **insurer** will not impose any financial cost on the **insured** other than the cost of the premium for the period of cover.

12.3 This clause does not alter the **insured's** rights under the European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (S.I. No. 853 of 2004), where applicable.

Endorsements/Special Terms - cont'd

13. Cancellation of Policy

Where the **insurer** notifies the **insured** that it is cancelling the **policy** in accordance with the **policy** terms, the **insurer** will repay the balance of the premium for the unexpired term of the **policy** without imposing any financial cost on the **insured** and shall provide the reason or reasons for the cancellation.

Clause: ZZACIC 010920

SLE - Exclusion: Sanction limitation and exclusion clause

Notwithstanding anything herein to the contrary the Insurer shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer or any member of the Insurer's group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

Policy Details

Policy Reference :	99263
Broker :	Robert Blythman
Insured's Name :	Magical Genie Ltd. t/a Genie Mackers
Trading As: (if applicable) :	
Address :	94, West Court Yard, Tullyvale, Cabinteely, Dublin 18
Insurer :	AmTrust Europe Limited, administered by MIS Underwriting Limited.
Period of Insurance :	From : 12/08/2021 To : 11/08/2022

Summary Of Cover**Telephone Advice Helpline**

The Legal Helpline service may be used to discuss any problem occurring under this policy within the Republic of Ireland. Simply telephone 1890 868 000 quoting "Optis Insurance Commercial Legal Expenses Insurance" and ask to speak to a legal Adviser.

Employment Disputes and Compensation Awards

Legal costs and expenses incurred by you

a) In defence of proceedings brought in an employment tribunal, arising from a dispute with an employee or ex-employee relating to:

- i) The contract of employment with you;
- ii) Actual or alleged breaches of their statutory rights under employment legislation

b) Awards of compensation made against you arising from claims under section a) above

What is not insured

There is no cover for any claims:

- a) Relating to equal terms;
- b) Where the insured event was less than 90 days after the start of the first period of insurance, or less than 180 days after the start of the first period of insurance, if the employee was at that time subject to disciplinary proceedings or any verbal or written warning;
- c) Relating to pension rights;
- d) Arising from your failure to follow the process set out in the 'How to make a claim' section of the policy.

General Exclusions

Any claim where you should have known when buying or renewing this insurance that the circumstances leading to a claim under this insurance already existed.

Any claim, which in the insurers opinion, is believed not to have a 51% or greater prospect of achieving the result for which legal proceedings are contemplated

Claims

To report a claim or for legal advice, in the first instance please call Tel: 1890 868 000 quoting "Optis Insurance - Commercial Legal Expenses Insurance". Once you have provided us with the details of your claim and we have accepted it, we will start to resolve your legal problem.

Cancellation

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to your insurance adviser within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

If you wish to cancel Your Policy after 14 days you will be entitled to a pro-rata return of premium.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address

Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium.

Data Protection and Privacy Notice

In this notice, 'we', 'us' and 'our' refers to MIS Underwriting Ltd. For full information concerning MIS Underwriting Ltd please visit www.misunderwriting.com We may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

Our approach to Privacy

The privacy and security of your personal information is very important to us. We protect your information with security measures under the laws that apply. We keep our computers, files and buildings secure.

The information you provide MIS Underwriting Ltd

We may receive personal information about you, when you contact MIS Underwriting Ltd for example by doing either of the following:

- * Reporting an incident involving your Home
- * Reporting an incident involving your Vehicle

This information may include:

- * Basic personal information such as your name, address, email address, telephone number, date of birth or age, gender and marital status, your car, your home, your household or your travel arrangements
- * Information about your other policies, Claims history, Claims data
- * Sensitive personal information such as criminal convictions, motoring offences and about your health (current state of health or existing conditions)

Personal information (including details of injuries) may be recorded on claims registers i.e Insurance Link, and shared with other insurers. We may search this register to detect and prevent fraud. For further information on Insurance Link <http://inslink.ie/>

How your data is used and shared by Insurers and Databases in relation to insurance

The data you provide will be used by us and shared with other insurers as well as certain statutory and other authorised bodies

Security

We are committed to protecting the confidentiality and security of the information that you provide to us and we put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure of loss of your information.

Insurance Administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. Information may also be shared with other insurers either directly or via those acting for the insurer, such as Investigators or Loss Adjusters.

Update your information, request to erase your data, subject access request

If you wish to contact us regarding this notice you can contact us at: - Data Protection Officer, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. Telephone: 01 872 0179. Email – underwriting@misgroup.online – Please put your request in the subject line.

How to find what information we hold about you

You have the right to request a copy of all the personal information we hold about you in a Subject access request or to have their data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this simply write to us at the address above or contact us via email.

Complaints

You have the right to complaint about how we treat your Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at <https://www.dataprotection.ie/en/contact/how-contact-us>. We are only allowed to keep your information if we need it for the reasons outlined above. We will keep it in line with the industry, regulatory and contractual requirements

Compensation Scheme

The Insurance Compensation Fund in Ireland exists for the protection of consumers. In the event that an insurer is unable to pay a claim, compensation may be available from this fund. You may obtain more information about the Insurance Compensation Fund by visiting the Central Bank of Ireland's website at www.centralbank.ie

This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. A copy of the full policy wording is available from your broker.