

# Your Commercial Property Owners Package **Policy**

## **Important Information**

Please read and keep safe



# Introduction

Thank You for choosing Us as Your insurer.

This is Your Commercial Property Owners Package policy, setting out Your insurance protection in detail.

Your premium has been based upon the information shown in The Schedule and recorded in the statement of fact. Please read it carefully to make sure that it meets Your requirements and that the details on The Schedule are correct.

If after reading Your policy You have any questions, please contact Your insurance adviser.

## Contents

This policy is made up of individual Sections. It should be read together with The Schedule which indicates the Sections You are insured under and gives precise details of Your insurance protection.

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**Aviva Insurance Ireland DAC**  
Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the  
Central Bank of Ireland.  
A private company limited by shares.  
Registered in Ireland No. 605769.  
Registered Office: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651.

# Useful Telephone Numbers

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## Claims Helpline (24 hours)

1800 147 147

The Claims helpline can be used by anyone wishing to report a claim on any of Aviva's new commercial insurance products. As soon as you know about the problem you face - we will start to put the solutions in place.

Please have your policy number ready.

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## Commercial Legal Helpline

0818 200 826

We will give You confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Please have your policy number ready.

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## Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored.

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# Complaints Procedure

## Our Promise of Service

We aim to give excellent service to all Our customers; however, We recognise that things may occasionally go wrong. We will do Our best to deal with Your complaint as effectively and quickly as possible. If You arranged Your policy cover through an intermediary or broker then You should initially direct Your complaint to them.

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## What to do should You be dissatisfied

If the complaint is not resolved to Your satisfaction, You can contact Aviva Insurance Ireland DAC at 1800 666 555.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651 or You can contact:

### Insurance Ireland at Insurance Centre

5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8

Telephone: 01 676 1820

Fax: 01 676 1943

Email: [iis@insuranceireland.eu](mailto:iis@insuranceireland.eu)

Website: [www.insuranceireland.eu](http://www.insuranceireland.eu)

If You are still dissatisfied You should write to:

### Financial Services and Pensions Ombudsman

Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Telephone: 01 567 7000

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

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

Taking any of these actions will not prejudice Your right to take legal action.

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# Important Information

<b>Cooling Off Period</b>	If You cancel this insurance within 14 days from the start of the policy or from the renewal date, We will refund Your premium for the period of insurance remaining. If You wish to cancel the policy after the Cooling Off Period, please refer to Policy Condition 3 - Cancellation and Mid Term Alterations of this Policy for terms and conditions
<b>The law that applies to the contract</b>	Under the relevant European and Irish laws, we Aviva Insurance Ireland DAC and you, the proposer, are free to choose the law that will apply to the contract. We propose that Irish law will apply to the contract. We, Aviva Insurance Ireland DAC, will provide the insurance under this policy.
<b>Use of Language</b>	Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.
<b>Risks located in the UK</b>	Where applicable, where insurance cover is provided under this Policy in respect of risks established or located in the United Kingdom [notified to and accepted by the Company], the insurance cover in respect of those risks will be provided through the Company's branch in the United Kingdom.
<b>Insurance Act 1936 (Section 93)</b>	All money which is paid or may be paid by Us to You under this policy will be paid in the Republic of Ireland.
<b>Stamp Duties Consolidation Act (1999)</b>	The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

## The Contract of Insurance

Your policy is a contract between Us and You, The Policyholder. Any proposal, statement of fact, declaration and any other document provided by You to Us for this insurance shall be part of and incorporated into this contract.

In return for You having paid or agreed to pay the premium, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, destruction, damage, accident or injury occurring during the Period of Insurance, subject to the terms and exclusions contained in or endorsed on the policy.

### IMPORTANT

**This policy is a legal contract. This document should be read in conjunction with Your schedule of insurance and any proposal, statement of fact, declaration and any other document provided by You to Us as together they form the contract between You and Aviva Ireland DAC, (who is the underwriter of the insurance product)**

**You are under a duty to answer all questions, which We ask, honestly and with reasonable care. Therefore, please ensure all answers given in any proposal, statement of fact, declaration and any other document provided by You to Us are complete and accurate.**

**This is for Your own protection as if the information you provide is not accurate;**

- Your policy may not provide You with the cover you need,
- a claim may not be paid, the policy could be declared invalid and void or may be cancelled,
- You may encounter difficulties trying to purchase insurance elsewhere and
- You may breach the terms and conditions attaching to any loan.

**You should keep copies of any documents You supplied to Us as part of your application for insurance**

# Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy.

Each Section of the policy contains definitions. They must be read in conjunction with the following Policy Definitions.

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**Buildings**

Buildings including Landlords' fixtures and fittings, the items insured under the Contents of Common Parts Clause, walls, gates, fences, yards, car parks, road, pavements, outbuildings, underground pipes, cables and wires belonging to You or for which You are responsible at The Premises.

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**Computer and Electronic Equipment**

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

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**Data**

All information which is

- (1) electronically stored, or
- (2) electronically represented, or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

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**Data Storage Materials**

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

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**Denial of Service Attack**

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

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**Employee**

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self employed
- (6) under a work experience or training scheme
- (7) a voluntary helper

while working under Your control in connection with The Business

- (8) an outworker or homeworker when engaged in work on Your behalf.

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**Failure**

Any partial or complete reduction in the

- (1) performance, or
- (2) availability, or
- (3) functionality, or
- (4) the ability to recognise or process any date or time,

of any

- (a) Computer and Electronic Equipment
- (b) electronic means of communication
- (c) website.

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**Landlords Contents**

Contents belonging to You or held in trust for which You are responsible, at The Premises but not including Computer and Electronic Equipment.

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<b>Loss of Data</b>	Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.
<b>Money</b>	Current (1) coin, bank and currency notes (2) postal and money orders, bankers drafts, cheques and giro cheques (3) crossed warrants, bills of exchanges and securities for money (4) postage, revenue, national insurance and holiday with pay stamps (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions (6) credit company sales vouchers, luncheon vouchers and trading stamps (7) VAT invoices.
<b>Period of Insurance</b>	From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.
<b>Residential Unit</b>	Any individual self contained living area within the Buildings.
<b>Specified Contingency</b>	(1) Fire (2) Lightning (3) Explosion (4) Aircraft and other aerial devices or articles dropped from them.
<b>The Business</b>	Activities directly connected with the business specified in The Schedule.
<b>The Premises</b>	The premises specified in The Schedule.
<b>The Schedule</b>	The document which specifies details of The Policyholder, The Premises, Property Insured, Sums insured, Limits of Indemnity and any Excesses, Endorsements and Conditions applying to the policy.
<b>Virus or Similar Mechanism</b>	Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment, Data or operations whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.
<b>We/Us/Our</b>	Aviva Insurance Ireland DAC.
<b>You/Your/The Policyholder</b>	The persons, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

# Asset Protection - Property Damage

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## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

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## Damage

Accidental loss, destruction or damage.

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## Defined Contingency

- (1) Fire
  - (2) Lightning
  - (3) Explosion
  - (4) Aircraft and other aerial devices or articles dropped from them
  - (5) Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances
  - (6) Malicious persons other than thieves
  - (7) Earthquake
  - (8) Storm
  - (9) Flood
  - (10) Escape of water from any tank, apparatus or pipe
  - (11) Falling trees
  - (12) Impact
  - (13) Escape of fuel from any fixed oil heating installation
  - (14) Theft or attempted theft.
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## Excess

The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of the Average condition.

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## Insured Person

- (1) You
  - (2) any director of Yours, or partner, or proprietor of The Business
  - (3) any employee of Yours under a contract of employment with You.
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## Property Insured

Property insured as stated in The Schedule.

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## Cover

We will indemnify You in respect of Damage to the Property insured occurring during the Period of Insurance at The Premises.

The Sum Insured under each item other than items applying solely to fees, rent, removal of debris, private dwelling houses, churches or buildings in course of erection is separately subject to Average. See Condition 1.

The maximum We will pay in respect of any one Period of Insurance will not exceed

- (1) the Sum Insured on each item  
or
  - (2) the Total Sum Insured  
or
  - (3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.
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## Exceptions

(Also refer to the Policy Exceptions at the back of this policy booklet).

The following exceptions apply to this Section.

We will not indemnify You in respect of

- (1) Damage to the Property Insured caused by or consisting of
    - (a) an existing or hidden defect
    - (b) gradual deterioration or wear and tear
    - (c) frost or change in the water table level
    - (d) faulty design or faulty materials used in its construction
    - (e) faulty workmanship, operating error or omission by You or any Employee
- However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.
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- (2) Damage caused by or consisting of
- (a) (i) corrosion, rust or rot
  - (ii) shrinkage, evaporation or loss of weight
  - (iii) dampness or dryness
  - (iv) scratching
  - (v) vermin or insects
  - (vi) mould or fungus
- (b) change in
- (i) temperature
  - (ii) colour
  - (iii) flavour
  - (iv) texture or finish
- (c) nipple or joint leakage or failure of welds
- (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
- (e) mechanical or electrical breakdown or derangement of the Property Insured.
- However, We will indemnify You in respect of
- (i) Damage not otherwise excluded which results from a Defined Contingency or any other accidental cause
  - (ii) any subsequent Damage which results from a cause not otherwise excluded.
- (3) loss destruction or damage caused by pollution or contamination
- However, We will indemnify You in respect of Damage not otherwise excluded to the Property Insured caused by
- (a) pollution or contamination which
  - (b) a Defined Contingency which results from pollution or contamination.
- (4) Damage caused by or consisting of
- (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
  - (b) normal settlement of new structures
  - (c) acts of fraud or dishonesty
  - (d) (i) disappearance
  - (ii) unexplained or inventory shortage
  - (iii) misfiling, misplacing of information or clerical error.
- (5) Damage to a structure caused by its own collapse or cracking.
- However, We will indemnify You in respect of such Damage if it results from a Defined Contingency and is not otherwise excluded.
- (6) Damage to
- (a) gates
  - (b) fences
  - (c) moveable property in the open
- by
- (i) wind
  - (ii) rain, hail, sleet or snow
  - (iii) flood
  - (iv) dust.
- (7) Damage
- (a) by fire resulting from its undergoing any process involving the application of heat
  - (b) to that portion of any item caused by its own self ignition, leakage of electricity, short circuiting, or over running
  - (c) resulting from its undergoing any process of
    - (i) production or packaging
    - (ii) treatment, testing or commissioning
    - (iii) servicing or repair.
- However, We will indemnify You in respect of such Damage if it is caused by fire or explosion.
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# Asset Protection - Property Damage Cont'd

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- (8) Damage whilst any building is unoccupied caused by
- (a) escape of water from any tank, apparatus or pipe
  - (b) malicious persons
  - (c) theft or attempted theft.
- (9) Damage in respect of china, earthenware, marble or other fragile objects not forming part of the Buildings, unless specifically mentioned in The Schedule.  
However, We will indemnify You in respect of such loss or Damage if it results from a Defined Contingency and is not otherwise excluded.
- (10) Damage in respect of
- (a) vehicles licensed for road use including accessories on or attached to them
  - (b) caravans or trailers
  - (c) railway locomotives or rolling stock
  - (d) watercraft or aircraft
  - (e) property in the course of construction, including materials for use in construction
  - (f) land, roads or pavements, piers, jetties, bridges, culverts or excavations
  - (g) livestock
  - (h) growing crops or trees
- However, We will indemnify You in respect of Damage to such property if the property is specifically stated as insured in The Schedule and not otherwise excluded.
- (11) Damage
- (a) insured by any marine policy
  - (b) which would be insured under any marine policy if this policy did not exist
- However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed.
- (12) Damage more specifically insured by You or on Your behalf.
- (13) consequential loss.  
However, We will indemnify You in respect of rent when this cover is specified in The Schedule and the Damage is not otherwise excluded.
- (14) Damage by pressure waves from aircraft or aerial devices travelling at sonic or supersonic speeds.
- (15) any liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss.  
For the purpose of this exclusion, terrorism means an act and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organisation committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.  
This endorsement also excludes liability loss damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.  
If We maintain that by reason of this exclusion any liability loss damage cost or expense is not covered by this policy, the burden of proving the contrary shall be upon You.
- (16) the Excess stated in The Schedule.
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(Also refer to the Policy Conditions at the back of this policy booklet).

The following conditions apply to this Section.

**1. Average**

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the property, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

**2. Fire Extinguishing Appliances**

If in relation to any claim for Damage caused by or resulting from fire, You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must maintain all fire extinguishing appliances on The Premises, so far as Your responsibility extends, in proper working order.

**3. Our Rights**

If Damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or The Premises
- (b) take possession of, or require to be delivered to Us, Property Insured which We will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not pay for Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirement.
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

**4. Statutory Inspection of Plant**

Any item of plant and machinery belonging to You or under Your control which requires to be examined to comply with any Statutory Regulations must be inspected in accordance with such Regulations.

Failure to comply with this will invalidate cover in respect of an explosion originating within and causing damage to the item of plant.

**5. Unoccupied Premises - Non Sprinklered**

If in relation to any claim for Damage in respect of any unoccupied or disused buildings, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) carry out internal and external inspections of the buildings at least every seven days
  - (i) maintain a weekly log of such inspections
  - (ii) as soon as possible, repair or arrange to be repaired, any defects found
  - (iii) carry out a monthly management check of the weekly inspections log.
- (b) remove all waste, combustible materials and gas bottles, either within or outside the buildings, from The Premises
- (c) securely lock all external doors, close and secure all windows, and secure and seal all letter boxes and openings
- (d) turn off all sources of power, fuel and water at the mains and wherever possible, chain and padlock the isolation valves

However, where the buildings are protected by an Intruder Alarm System, You must provide sufficient power to operate the system.

- (e) advise Us immediately if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.

**6. Unoccupied Premises - Sprinklered**

If in relation to any claim for Damage in respect of any unoccupied or disused buildings, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

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# Asset Protection - Property Damage Cont'd

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You must

- (a) carry out internal and external inspections of the buildings at least every seven days
  - (i) maintain a weekly log of such inspections
  - (ii) as soon as possible, repair or arrange to be repaired, any defects found
  - (iii) carry out a monthly management check of the weekly inspections log.
- (b) remove all waste, combustible materials and gas bottles, either within or outside the buildings, from The Premises
- (c) securely lock all external doors, close and secure all windows, and secure and seal all letter boxes and openings
- (d) turn off all sources of power, fuel and water at the mains and wherever possible, chain and padlock the isolation valves

However

- (i) where the buildings are protected by an Intruder Alarm System, You must provide sufficient power to operate the system
- (ii) where the buildings are protected by a wet sprinkler installation, provide sufficient heat to prevent freezing or bursting of the sprinkler installation.
- (e) advise us immediately if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.

## 7. Claim Settlement

If We agree to pay You in respect of loss or destruction of or damage to the property insured, We reserve the right to make staged payments and a portion of the agreed sum will be retained by Us until all works are completed within the agreed scope and final invoice submitted.

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## Clauses

The following Clauses apply to this Section.

### 1. Adjoining Buildings

In respect of Damage caused by subsidence, ground heave or landslip, You will notify Us immediately of any demolition, construction, erection, groundworks or excavation being carried out on any adjoining site. We will then have the right to vary the terms of or cancel this Cover.

### 2. Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

### 3. Basis of Claim Settlement - Reinstatement

In the event of Damage to Property Insured, other than pedal cycles, personal belongings rent or motor vehicles, the basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the property lost, destroyed or damaged, as follows

Where such Property Insured is

- (1) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new
  - (2) damaged, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.
- However, We will not pay more than We would have done if the property has been completely destroyed.

The work of reinstatement

- (1) may be carried out on another site and in a manner suitable to Your needs, but this must not increase Our liability
- (2) must begin and be carried out as quickly as possible.

The following condition of Average will apply.

If the Sum Insured at the time the Damage occurred is less than 85% of the amount necessary to replace the whole of the Property Insured at the time of rebuilding or replacement, You will be liable to bear a proportionate share of the loss.

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We will not make payment

- (1) until You have incurred the cost of replacing or repairing the Property Insured
  - (2) if You, or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement
  - (3) if you do not comply with any of the terms of this clause.
- (3) We will indemnify You in respect of loss of rent as insured under this Section resulting from the building or any part of the building
- (a) generating the rent received
  - or
  - (b) for which rent is payable
- being made unfit for The Business due to Damage insured by this Section.
- The maximum amount that We will pay You under this clause will be the proportion of the Sum Insured which equals but does not exceed the proportion of the period of rent insured necessary to make the building fit for occupation.

#### **4. Capital Additions**

We will indemnify You in respect of Damage to

- (1) any newly built and/or newly acquired building
  - (2) alterations, additions and improvements to an insured building but not in respect of any appreciation in value
- situated anywhere in the Republic of Ireland.

The maximum We will pay in respect of any one location is

- (1) €1,200,000 in respect of any newly built and/or newly acquired building
- (2) €300,000 in respect of alterations, additions and improvements to the building

whichever is the lower.

You must

- (a) provide Us with details of such additional extensions as soon as possible but, in any event,
    - (i) within six months
    - and
    - (ii) before the expiry of the Period of Insurance
  - and
  - (b) specifically insure such property with Us from the date Our liability commenced.
- You must pay the agreed additional premium.

#### **5. Change of Occupancy**

You must tell Us immediately if

- (1) any building or part thereof at The Premises becomes unoccupied or disused
- (2) any unoccupied or disused building or any part thereof at The Premises becomes occupied.

#### **6. Changing Locks**

We will indemnify You in respect of the cost of changing locks at The Premises following loss of keys by theft or attempted theft from

- (1) The Premises
- (2) Your home
- (3) Your director's homes
- (4) Your authorised Employees homes

or while in Your custody or that of an Employee following theft involving violence or threat of violence to You or an Employee.

The maximum We will pay for any one loss is €3,000.

#### **7. Construction Heating and Occupation of the Buildings**

Unless otherwise stated in The Schedule the buildings are

- (1) constructed of brick, stone or concrete
  - (2) roofed with slates, tiles, concrete, metal or asbestos
- with no more than 10% of other materials

# Asset Protection - Property Damage Cont'd

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- (3) heated by
  - (i) low pressure hot water or steam
  - (ii) oil fired space heaters fed from a fuel tank in the open
  - (iii) overhead gas or electrical appliances
  - (iv) gas or electric fires in offices onlyor as expressly varied in accordance with details provided to Us.
- (4) occupied for the sole purpose of The Business and otherwise only as a private dwelling.

## 8. Contents of Common Parts

This term includes contents and furnishings owned by You or for which You are responsible whilst contained in the common parts of the Property Insured.

We will not indemnify You in respect of

- (1) china or other fragile or brittle objects exceeding €1,200
- (2) computers and data processing equipment
- (3) curios, rare books, works of art or articles of antique furniture exceeding €1,200 in value any one article

unless specifically mentioned as insured in The Schedule.

The maximum We will pay is for any one loss is €30,000.

## 9. Contractors Interest

Where You are required to effect insurance on the Property Insured in the joint names of You and the contractor under the terms of a contract condition then the interest of the contractor in the Property Insured as joint Policyholder is hereby noted and You must provide Us with details of any single contract valued in excess of €250,000 prior to work commencing and pay an additional premium if required.

## 10. Damage to Grounds

We will indemnify You in respect of reasonable costs and expenses necessarily incurred in reinstating or repairing landscaped gardens and grounds, belonging to You or for which You are responsible, following Damage at The Premises.

We will not indemnify You in respect of

- (1) the cost of moving soil other than as necessary for surface preparation
- (2) the failure of trees, shrubs, plants or turf to become established
- (3) the failure of seeds to germinate
- (4) damage caused by disease, infection or application of chemicals.

The maximum We will pay in respect of any one claim is €30,000.

## 11. Debris Removal

The Sum Insured for each item in The Schedule, other than rent if insured, includes costs and expenses You incur with Our consent for

- (1) removal of debris
- (2) dismantling
- (3) demolishing
- (4) shoring up or propping

of those parts of the Property Insured which have suffered Damage.

We will not indemnify You in respect of costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section
- (3) more specifically insured.

## 12. Description of Property

In determining the item under which property is insured We will accept the description given in Your business records.

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### 13. Drains

The Sum Insured for each Buildings item includes costs and expenses You incur with Our consent for cleaning and/or clearing of

- (1) drains
- (2) sewers
- (3) gutters

for which You are responsible following Damage insured by this Section to the Property Insured.

### 14. European Union and Public Authorities

In the event of Damage to Buildings or Landlords Contents furniture item, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (1) European Union Legislation
- (2) Act of the Oireachtas
- (3) Bye-Laws of any public authority
- (4) Where applicable UK legislation

We will not indemnify You in respect of

- (1) costs incurred
  - (a) in respect of Damage not insured by this Section
  - (b) where notice was served on You before the Damage occurred
  - (c) where an existing requirement must be completed within a stipulated period
  - (d) for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage.
- (2) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye-Law.

The reinstatement of the Property Insured

- (1) must begin and be carried out as quickly as possible
- (2) may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.

However, the maximum We will pay will not exceed the item Sum Insured specified in The Schedule.

### 15. Fire Brigade Charges

We will pay for fire brigade attendance fees charged by any local authority to You following

Damage at The Premises caused by fire provided

- (a) the brigade attend The Premises
- (b) the Damage results in a loss payable under this Section

The maximum We will pay is €25,000 any one occurrence.

### 16. Fire Extinguishing Expenses and Alarm Re-setting Costs

We will indemnify You in respect of reasonable costs and expenses incurred in refilling, recharging or replacing any

- (1) portable fire extinguishing appliances
- (2) local fire suppression system
- (3) fixed fire suppression system
- (4) sprinkler installation
- (5) sprinkler heads

and having any fire and/or intruder alarms and closed circuit television equipment re-set as a result of Damage insured by this Section.

We will not indemnify You in respect of any costs and expenses recoverable from Your maintenance company or fire and rescue service.

**The following clause is only applicable where Property Damage – All Risks is insured**

### 17. Glass

We will indemnify You in respect of

- (1) breakage (including the cost of boarding up) of glass at The Premises including
  - (a) the cost of removing and reinstating obstructions to replacing glass.
  - (b) the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass.

# Asset Protection - Property Damage Cont'd

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- (2) breakage of fixed
  - (a) wash hand basins, pedestals, baths, sinks
  - (b) lavatory bowls, bidets, cisterns
  - (c) shower trays, splashbacksat The Premises.

We will not indemnify You in respect of

- (1) breakage of glass
  - (a) while The Premises are unoccupied or disused
  - (b) in transit or while being fitted
  - (c) by workmen carrying out alterations or repairs to The Premises.
- (2) the Excess stated in The Schedule.

## 18. Loss of Metered Utilities

We will pay for charges for which You are responsible, if water, gas or electricity is accidentally discharged from a metered system providing service to The Premises.

The maximum We will pay in respect of any one claim is €25,000.

## 19. Loss of Rent and Alternative Accommodation

We will indemnify You if a residence cannot be lived in or if access to it is denied as a result of Damage in respect of

- (1) (a) loss of rent, including ground rent and management charges, You should have received but have lost
  - (b) (i) the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary
  - (ii) the cost of reasonable accommodation in kennels and/or catteries for dogs and/or cats belonging to any owner or lessee in residence, where such pets are not permitted in any alternative accommodation.
- (2) temporary storage of Your furniture.

The maximum We will pay in respect of any claim is 20% of the Sum Insured on the building in which the Residential Unit is contained.

## 20. Money and Assault

### Money

We will pay for loss Money up to the following amounts

	Limit any one loss
(1) any single loss of business Money	
(a) in transit	€2,400
(b) in bank night safes and afterwards within bank premises until at the bank's risk	€2,400
(c) in Your home or the home of any Employee, partner or director	€650
(2) any single loss in respect of crossed cheques, cross postal or money orders, crossed bankers drafts, stamped national insurance cards	€325,000

We will not pay for

- (1) losses due to the dishonesty of You, Your Employees, partners or directors
    - (a) not discovered within seven working days of the loss.
    - (b) where a more specific insurance is in force, except for any amount in excess of that insurance.
  - (2) shortages due to clerical or accounting errors.
  - (3) loss of Money from unattended vehicles.
  - (4) loss or damage outside The Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
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## Assault

### Amounts Payable

We will pay

- (1) the compensation stated below to You for Bodily Injury to an Insured Person caused by the theft or attempted theft of Money, which happens in the course of The Business and resulting in the following contingencies
  - (a) death €10,000
  - (b) total and permanent loss of sight in one or both eyes €10,000
  - (c) loss of one or both limbs €10,000
  - (d) total disablement which prevents the Insured Person from pursuing their normal occupation €100 per week
  - (e) reimbursement of incurred medical expenses up to €250
- (2) up to €250 in respect of such Insured Person for damage to their personal effects following an attempted theft to steal Money covered by this Clause.

### 21. Mortgage and Other Interests

Subject to Your consent, the interest of all parties who wish to register an interest in the Cover by this Section will be noted provided that all such interests are notified to Us within 30 days of any Damage.

### 22. Non-invalidatio

The insurance by this Section will not be invalidated by any

- (1) act  
or
- (2) omission  
or
- (3) alteration

either unknown to You or beyond Your control, which increases the risk of Damage.

However, You must

- (a) notify Us immediately You become aware of any such act, omission or alteration and
- (b) pay any additional premium required.

### 23. Professional Fees

The Sum Insured for each Buildings Item described in The Schedule, includes an amount for professional fees necessarily incurred in reinstating or repairing the Property Insured, following Damage insured by this Section.

We will not indemnify You in respect of fees

- (1) more specifically insured
- (2) incurred in preparing a claim.

### 24. Reinstatement to Match

Where the Property Insured has suffered Damage, You may replace, repair or restore the property with equivalent property which employs current technology, and replacement, repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new. This Section further extends to include the replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced, repaired or restored provided that Our total liability is not increased beyond the amount that would otherwise have been payable for the replacement, repair or restoration of the property destroyed or damaged in its original form.

When the Property Insured is damaged or destroyed in part only, We will not pay more than the amount representing the cost which We would pay for reinstatement if such property had been wholly destroyed.

### 25. Subrogation

In the event of a claim arising under this Section, we agree to waive any rights, remedies or relied to which We may be entitled by subrogation against any company

- (1) whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) which is a subsidiary of a parent company of which You are a subsidiary as defined within the relevant legislation current at the time of Damage.

# Asset Protection - Property Damage Cont'd

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## 26. Temporary Removal for Cleaning or Renovation

We will indemnify You in respect of Damage insured by this Section other than to Stock and Materials in Trade, while temporarily removed for cleaning, renovation or repair or similar purposes

- (1) to another part of The Premises
- (2) to any other premises in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including whilst in transit by road, rail or inland waterway.

The maximum We will pay is 10% of the item Sum Insured after the deduction of the value of any building and Stock and Materials in Trade included within the Item insured.

- (3) any tenant of Yours provided that
  - (a) the tenant or lessee contributes to the cost of insuring the Property Insured against the event which caused the Damage
  - (b) the Damage did not result from a breach of the terms of the lease by the tenant or lessee
  - (c) the Damage did not result from a criminal, fraudulent or malicious act of the tenant or lessee.

We will not indemnify You in respect of

- (a) property insured elsewhere
- (b) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use
- (c) property removed for more than 90 consecutive days unless We agree a longer period in writing.

## 27. Trace and Access

We will pay reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage  
and
- (2) any repairs directly arising from (1)  
caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

We will not indemnify You in respect of costs or expenses incurred where Damage results solely from a change in the water table level.

The maximum We will pay in respect of any or all claims in any one Period of Insurance is €25,000.

## 28. Transfer of Interest

If at the time of Damage to a building insured under this Section You have entered into a contract to sell Your interest in it but

- (1) the contract has not yet been completed  
and
- (2) the Building has not yet been insured by or on behalf of the purchaser  
and
- (3) the purchase is subsequently completed.

We will indemnify the purchaser to the extent that this Section insures the Building.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

## 29. Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the Cover.

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## Additional Contingency

The following Additional Contingency applies to this Section only if stated in The Schedule.

### 1. Subsidence

We will indemnify You in respect of Damage at The Premises caused by subsidence or ground heave of the site of the Property Insured, or landslide.

We will only indemnify You in respect of Damage to

- (1) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- (2) walls, gates, hedges or fences

if

- (a) such property is specifically insured by this Section  
and
- (b) Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

- (1) Damage caused by
  - (a) collapse, cracking, shrinking or settlement of any building
  - (b) coastal or river erosion
  - (c) defective design or inadequate construction of foundations
  - (d) demolition, structural alteration or repair
  - (e) settlement or movement of made-up ground.

- (2) Damage as a result of movement of solid floor slabs

However, We will indemnify You if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.

- (3) the Excess stated in The Schedule.

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## Additional Clause

The following Additional Clause applies to this Section if stated in The Schedule.

### 1. Day One (Non Adjustable)

For each item of Property Insured to which this clause applies (as stated in The Schedule),

- (1) the first and annual premiums are based upon the Declared Value as stated in The Schedule.

Declared Value shall mean

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Settlement – Reinstatement Clause at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- (a) the additional cost of reinstatement to comply with
  - (i) European Union Legislation
  - (ii) Act of the Oireachtas
  - (iii) Bye-Laws of any public authority
- (b) professional fees
- (c) debris removal costs.

The Declared Value incorporated in each Item is stated in The Schedule.

- (2) You must notify Us of the Declared Value at the start of each Period of Insurance. If You fail to notify Us of the Declared Value at the start of any Period of Insurance, We will use the last Declared Value notified to Us for the following Period of Insurance.

- (3) Paragraphs (4) and (5) of the Basis of Settlement – Reinstatement Clause are restated as follows

- (4) if, at the time of Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph (1) of this Clause, at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Clause.

- (5) We will not pay under this Clause

- (a) until You have incurred the cost of replacing or repairing the property
- (b) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement
- (c) if You do not comply with any of the provisions of this Clause.

However, the Sums Insured will be limited to 108% of the Declared Values stated in The Schedule.

# Revenue Protection - Business Interruption - Loss of Rent

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## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

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### Annual Gross Rentals

Gross Rentals during the 12 months immediately before the date of the Damage

### Standard Gross Rentals

Gross Rentals during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period

Annual Gross Rentals and Standard Gross Rentals may be adjusted to reflect any trends or circumstances which

- (1) affect The Business before or after the Damage
- (2) would have affected The Business had the Damage not occurred.

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

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### Damage

Accidental loss, destruction or damage.

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### Defined Contingency

Fire

Lightning

Explosion

Aircraft and other aerial devices or articles dropped from them

Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances

Malicious persons other than thieves

Earthquake

Storm

Flood

Escape of water from any tank, apparatus or pipe

Falling trees

Impact

Escape of fuel from any fixed oil heating installation

Theft or attempted theft.

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### Gross Rentals

Money paid or payable to You by tenants for rental of The Premises and for the services provided in connection with The Business at The Premises.

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### Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

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### Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

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### Notes

- (1) All terms in this Section exclude Value Added Tax to the extent that You are accountable to the tax authorities for Value Added Tax.
-

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## Cover

We will indemnify You in respect of loss of Gross Rentals resulting from Damage to property used by You at The Premises for the purpose of The Business

- (1) not excluded by the Property Damage Section of this policy
- (2) caused by a Defined Contingency to
  - (a) glass, not being fixed glass from forming part of the structure of the building
  - (b) china, earthenware, marble or other fragile object
  - (c) vehicles licensed for road use including accessories on or attached to them
  - (d) caravans or trailers
  - (e) railway locomotives or rolling stock
  - (f) water craft or aircraft
  - (g) property in the course of construction including materials for use in the construction
  - (h) land, roads or pavements, piers, jetties, bridges, culverts or excavations
  - (i) livestock

subject to the provisions of the Property Cover condition and not otherwise excluded by the terms of the Property Damage Section of this policy.

The amount payable will be

- (1) the amount by which the Gross Rentals falls short of the Gross Rentals which would have been received during the Indemnity Period due to the Damage and
- (2) any additional expenses You incur to prevent or limit the reduction in Gross Rentals during the Indemnity Period due to the Damage.

However, We will not pay more than We would pay under (1) above.

The maximum We will pay in respect of any one claim for Damage is the Sum Insured on each item specified in The Schedule.

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## Exceptions

(Also refer to the Policy Exceptions at the back of this policy booklet).

The following exceptions apply to this Section.

We will not indemnify You in respect of

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

However, We will indemnify You in respect of loss resulting from Damage

  - (a) caused by a Defined Contingency or from any other Damage not otherwise excluded
  - (b) from an ensuing cause which is not excluded.
- (2) erasure or distortion of information on computer systems or other records
  - (a) while mounted in or on any machine or data processing equipment,  
or
  - (b) due to the presence of magnetic flux  
unless caused by Damage to the equipment in which the records are mounted.
- (3) change in the water table level.
- (4) any loss damage cost or expense whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (4)(a) and/or (4)(b) above.

Terrorism means

an act, and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organisation committed for political or other purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

In any action, suit or other proceedings where We allege that any loss damage cost or expense results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such loss damage cost or expense is covered under this Section will be upon You

# Revenue Protection - Business Interruption

## - Loss of Rent Cont'd

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- (5) loss destruction or damage caused by pollution or contamination

However, We will indemnify You in respect of Damage not otherwise excluded to the Property Insured caused by

- (a) pollution or contamination which results from a Defined Contingency
- (b) a Defined Contingency which results from pollution or contamination.

---

### Conditions

(Also refer to the Policy Conditions at the back of this policy booklet).

The following conditions apply to this Section.

#### 1. Alteration

We will not indemnify You in respect of Damage if

The Business is

- (a) wound up or carried on by a liquidator
- (b) permanently discontinued

However, We will indemnify You if We agree otherwise in writing.

#### 2. Claims Procedures

If in relation to any claim You have failed to comply with any of the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

- (1) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
- (2) at Your expense, provide Us with
  - (a) a written claim
  - and
  - (b) details of other insurances covering the Damagewithin 30 days after the expiry of the Indemnity Period or such further time that We may allow.
- (c) books, records and documents We require to assess Your claim.
- (3) repay Us, any payment on account We may have made, if You fail to comply with this condition.

#### 3. Property Cover

We will not indemnify You in respect of any Damage insured by this Section unless

- (1) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage
- and
- (2) (a) payment has been made or liability admitted for such Damage
- or
- (b) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

#### 4. Basis of Settlement

We will indemnify You in respect of any interruption or interference of The Business resulting from Damage occurring during The Period of Insurance at The Premises

- (1) loss of Gross Rentals
- and
- (2) increase in cost of working

We will pay

- (a) in respect of loss in Gross Rentals
- the amount by which, due to the Damage, the Standard Gross Rentals exceed the Gross Rentals during the Indemnity Period

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(b) in respect of increase in cost of working

any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Gross Rentals during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the reduction avoided by the expenditure less any savings during the Indemnity Period in business charges or expenses, payable out of Gross Rentals, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured is less than the Annual Gross Rentals (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.

If We agree to pay You in respect of loss or destruction of or damage to the property insured, We reserve the right to make staged payments and a portion of the agreed sum will be retained by Us until all works are completed within the agreed scope and final invoice submitted.

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## Clauses

The following Clauses apply to this Section.

### 1. Action by An Garda Síochana

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of prevention of access to The Premises by the action by An Garda Síochana due to a danger or disturbance in the vicinity of The Premises.

However, We will not indemnify You in respect of

- (a) any interruption or interference lasting less than 12 hours
- (b) any action taken in controlling, preventing or suppressing the spread of any disease.

The maximum We will pay under this Clause is €25,000 or 10% of the Sum Insured shown under Item 1 of The Schedule, whichever is the lower, in respect of the total of all losses occurring during the Period of Insurance.

The provisions of any Automatic Reinstatement Clause will not apply in respect of this Clause.

### 2. Additional Gross Rentals

We will indemnify You in respect of Damage to any newly acquired or newly erected building and/or any alteration or improvement to a building anywhere in the Republic of Ireland resulting in loss of Gross Rentals as insured by this Section.

The maximum We will pay in respect of any one premises is €120,000.

You must provide Us with details of these additional Gross Rentals as soon as possible but at least every six months and pay the appropriate additional premium.

We will not indemnify You in respect of

- (a) any building more specifically insured
- (b) any appreciation in value.

### 3. Alternative Premises

The Gross Rentals during the Indemnity Period will include Gross Rentals derived elsewhere than from The Premises if The Business is conducted elsewhere than at The Premises.

### 4. Auditors and Professional Accountants and Legal Fees

We will pay Your auditors, professional accountants and solicitors reasonable charges for

- (1) producing information We require to investigate any claim and
- (2) confirming the information is in accordance with Your business books
- (3) determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease

but not for any other purposes in the preparation of any claim.

The maximum We will pay for any claim, including auditors and professional accountants and solicitors charges is the Sum Insured.

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# Revenue Protection - Business Interruption

## - Loss of Rent Cont'd

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### 5. Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

However, You must pay the additional premium required to reinstate the Sum Insured.

### 6. Buildings Awaiting Sale

Buildings, forming part of the Property Insured, that You have contracted to sell or have accepted an offer in writing to purchase the interest in the buildings subject to contract, where that sale is cancelled or delayed solely due to the Damage.

Under this clause We will indemnify You in respect of

- (1) interest payable by You on capital borrowed which, but for the Damage, would be available, from the proceeds of the sale, for investment in The Business
- (2) the additional interest payable by You on amounts borrowed at a rate of interest not exceeding 2% above the prevailing Inter Bank Lending Rate
- (3) the investment interest lost by You on any proceeds of the sale (after the deduction of any capital borrowed as detailed in (2) above).

We will not indemnify You if You do not make all reasonable efforts to complete the sale as soon as possible following the Damage.

#### Indemnity Period

For the purposes of this clause only, the Indemnity Period shall be the period during which the results of The Business are affected due to the Damage, beginning with the date on which, but for the Damage, the building would have been sold and ending with the date of completion or the expiry of the

Maximum Indemnity Period if earlier.

#### Maximum Indemnity Period

For the purposes of this clause only, the Maximum Indemnity Period shall be six months.

### 9. Contracting Purchasers Interest

Between You contracting to sell Your interest in any of The Premises and the completion of the purchase by a third party, if Damage occurs which is not otherwise insured by the third party, on completion the third party will be entitled to benefit under this Section without prejudice to the rights and liabilities of You or Us.

### 10. Disease, Infestation and Defective Sanitation

We will Indemnify You in respect of loss of Gross Rentals as Insured under this Section resulting from the occurrence of

- (a) an illness sustained by any person caused by food or drink poisoning directly attributable to food or drink supplied from The Premises
- (b) a Specified Disease contracted by any person at The Premises
- (c) vermin or pests or an accident which causes defects in the drains or other sanitary arrangements (i.e. sinks, sewers, gutters and other physical infrastructure designed to take waste away from the Premises), at The Premises where use of The Premises is restricted on the order or advice of the local or government authority.
- (d) the discovery of an organism at The Premises which is likely to result in any person contracting an illness caused by food or drink poisoning or a Specified Disease
- (e) murder or suicide at The Premises

The maximum We will pay in the aggregate under this clause is €25,000 during the Period of Insurance.

For the purpose of this clause

- (a) Specified Disease means Acute-encephalitis, Acute poliomyelitis, Anthrax, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Rabies, Rubella, Scarlet fever, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Whooping cough



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- (b) Indemnity Period means the period during which the results of The Business are affected due to the accident, occurrence or discovery starting from the date The Premises are closed or their use is restricted and ending not later than 3 months from the date the Premises are closed or their use restricted.

We will not indemnify You in respect of

- (a) costs incurred in cleaning, repair, replacement, recall or checking of property
- (b) loss arising from premises other than those directly subject to the occurrence

#### **11. Loss of Attraction**

We will Indemnify You in respect of loss of Gross Rentals as Insured under this Section resulting from Damage to property or premises within one kilometer distance of the boundary of The Premises causing a diminution of attraction to The Premises

The provisions of any Automatic Reinstatement Clause do not apply to this Clause

We will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of disease
- (2) any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than 72 consecutive hours
- (4) any loss arising from the destruction of or damage to property of any public utility from which You obtain supplies or services

The maximum We will pay in the aggregate any one Period of Insurance is €25,000

#### **12. Loss of Investment Income on Late Payment of Gross Rentals**

If as a result of Damage We are indemnifying You in respect of Loss of Gross Rentals and the payment by Us to You is made later than the date on which You would normally have expected to receive rent from a lessee, We will pay a further amount representing the investment interest lost to You during the delay period.

#### **13. Managing Agents Premises**

We will indemnify You in respect of Damage to property of Your managing agents at their premises in the Republic of Ireland.

For the purpose of this Clause only, The Premises shall include any premises occupied by Your managing agents for the purposes of their business.

#### **14. Payments on Account – Rent**

Claim payments on account may be made to You during the Indemnity Period in respect of claims for Gross Rentals on the date which but for the Damage the Gross Rentals would have been due from the lessee.

#### **15. Prevention of Access**

We will Indemnify You in respect of loss of Gross Rentals as Insured under this Section resulting from physical loss or physical damage to property within one kilometre distance of the boundary of The Premises which physically prevents or restricts access to or use of The Premises.

We will not provide cover for

- (1) any action taken in controlling, preventing, suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than 72 consecutive hours
- (4) any loss arising from the destruction of or damage to property of any public utility from which You obtain supplies or services

The maximum We will pay in the aggregate any one Period of Insurance is €25,000

#### **16. Public Utilities**

We will indemnify You in respect of loss of Gross Rentals caused by interruption or interference with The Business as a result of the accidental failure of

Your supply of

- (1) electricity
- (2) gas
- (3) water

at the terminal ends of Your suppliers feed to The Premises.

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# Revenue Protection - Business Interruption - Loss of Rent Cont'd

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(4) telecommunications services

at the incoming line terminals or receivers at The Premises.

We will not indemnify You in respect of accidental failure

(1) caused by

(a) the deliberate act of any supply authority.

(b) the exercise of any supply authority's power to withdraw or restrict supply.

(c) industrial action.

(2) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

(3) lasting less than four consecutive hours.

(4) of telecommunication services caused by

(a) atmospheric or weather conditions but this will not exclude accidental failure due to Damage to telecommunications equipment caused by such conditions.

(b) failure of any satellite.

(5) of water supplies caused by drought or other weather conditions but this will not exclude accidental failure due to Damage to water supply equipment caused by such conditions.

The maximum We will pay in respect of any one claim for accidental failure is €25,000.

## 17. Subrogation Waiver

We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against any company

(1) whose relationship to You is either a parent to subsidiary or subsidiary to parent

(2) which is a subsidiary of a parent company of which You are a subsidiary as defined within the relevant legislation current at the time of Damage.

(3) any tenant of Yours provided that

(a) the tenant or lessee contributes to the cost of insuring the Property Insured against the event which caused the Damage

(b) the Damage did not result from a breach of the terms of the lease by the tenant or lessee

(c) the Damage did not result from a criminal, fraudulent or malicious act of the tenant or lessee.

Please note Revenue Protection - Business Interruption Clause 7 and Clause 8 have been removed and as such do not appear in Revenue Protection - Business Interruption Clauses

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# Legal Liabilities - Employers' Liability

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## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

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## Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

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## Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

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## Compensation

Damages, including interest.

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## Costs and Expenses

- (1) Fees for The Insured's legal representation at
    - (a) any Coroners Inquest or Fatal Accident Inquiry
    - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
  - (2) costs and expenses incurred with Our written consent
  - (3) any claimants legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.
- 

## Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

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## The Defined Territories

Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or offshore installations within the Continental Shelf around such territories.

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## The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
  - (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your
    - (i) canteen, social, sports, educational and welfare organisations
    - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
  - (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
  - (d) those who hire plant to You to the extent required by the hiring conditions or the personal representative of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply. The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

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## The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims against The Insured arising out of one cause.

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## The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

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## Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and

- (2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

---

## Clauses

The following Clauses apply to this Section.

### 1. Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant owned and used by You.
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

### 2. Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

### 3. Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### 4. Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings in respect of any breach of health and safety legislation of the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to the health and safety of any person other than an Employee.
- (3) where indemnity is provided by another insurance policy.

### 5. Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

# Legal Liabilities - Employers' Liability Cont'd

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## 6. Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is €300 per day.
- (2) each Employee is €180 per day.

## 7. Unsatisfied Court Judgements

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgement which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgement.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.
- (2) the judgement was obtained in a court within The Defined Territories.
- (3) there is no appeal outstanding to the judgement.
- (4) the Employee, or his or her personal representative, assigns the judgement debt to Us.

## 8. Safety Legislation Legal Expenses

We will indemnify You in respect of legal costs and other expenses incurred with Our written consent and costs of the prosecution awarded against You arising out of any prosecution of You for a breach or alleged breach during the period of insurance of the Safety Health and Welfare at Work Act 2005 or similar safety legislation of the Republic of Ireland but We shall not be liable for any fines or penalties imposed.

We will not provide indemnity in respect of proceedings which relate to any person other than an Employee.

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## Exceptions

(Also refer to the Policy Exceptions at the back of this policy booklet).

The following exceptions apply to this Section.

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
    - (a) accommodation, exploration, drilling or production rig or platform.
    - (b) support vessel.
  - (2) Bodily Injury sustained by any Employee when such person is
    - (a) carried in or upon a vehicle
    - (b) entering or getting on to, or alighting from, a vehiclewhere any road traffic legislation requires insurance or security.
  - (3) (a) liquidated damages.
    - (b) penalty clauses.
    - (c) fines.
    - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
-

- 
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
    - (a) Terrorism
    - (b) any action taken in controlling, preventing, suppressing or in any way relating to (4) (a) above

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/ or (4) (b) above regardless of any other contributory cause or event is not covered under this Section, the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

- (5) We will not provide indemnity in respect of
  - (a) exposure to
  - (b) inhalation of
  - (c) fears of the consequences of exposure to or the inhalation of Asbestos including any product containing Asbestos.

However this exclusion will not apply to Bodily Injury sustained by any Employee engaged by you within any of The Defined Territories where the provisions of law relating to the compulsory insurance of liability to employees requires that indemnity must be provided.

---

### Conditions

(Also refer to the Policy Conditions at the back of this policy booklet).

The following conditions apply to this Section.

#### 1. Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

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## Legal Liabilities - Public and Products Liability

### Definitions

(Also refer to the Policy Definitions at the front of the policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

---

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

---

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

---

### Compensation

Damages, including interest.

---

### Costs and Expenses

- (1) Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Inquiry
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) costs and expenses incurred with Our written consent
- (3) any claimants legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

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### Damage

- Physical
- (1) loss.
  - (2) destruction.
  - (3) damage.

---

### Financial Loss

A pecuniary loss suffered by any tenant or The Insured and not caused by Personal Injury of Damage to Property.

# Legal Liabilities - Public and Products Liability

## Cont'd

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### Personal Injury

- (1) Bodily Injury.
  - (2) Wrongful
    - (a) arrest, detention or imprisonment.
    - (b) eviction.
    - (c) accusation of shoplifting.
- 

### Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere  
and
  - (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.
- 

### Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced, cleaned, maintained and inspected or tested
- (3) installed, constructed, erected or transported

by You or on Your behalf and which is no longer in the custody or control of The Insured.

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### Property

Material property.

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### Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence  
and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

---

### The Defined Territories

Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or offshore installations within the Continental Shelf around such territories.

---

### The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
  - (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your
    - (i) canteen, social, sports, educational and welfare organisations
    - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
  - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - (d) those who hire plant to You to the extent required by the hiring conditions or the personal representatives of any of these persons  
in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply. The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

---

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**The Limit of Indemnity**

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of

- (1) Products Supplied
- (2) Pollution or Contamination

The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

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**The Territorial Limits**

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

---

**The Works**

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
  - (2) plant, tools, equipment and temporary buildings used or to be used for the period during which You are responsible under contract conditions.
- 

**Cover**

We will indemnify The Insured against

- (1) legal liability to pay Compensation  
and

- (2) Costs and Expenses in respect of accidental

- (a) Personal Injury
- (b) Damage to Property

- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

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**Clauses**

The following Clauses apply to this Section.

**1. Additional Activities**

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant which are owned and used by You.
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

**2. Contractual Liability**

We will indemnify The Insured against liability in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

**3. Cross Liabilities**

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

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# Legal Liabilities - Public and Products Liability

## Cont'd

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#### 4. Data Protection Acts 1988 and 2003

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual
  - (a) the subject of personal data The Insured holds  
and
  - (b) who suffers Damage or distress caused by
    - (i) inaccuracy of data
    - (ii) loss of the data
    - (iii) unauthorised destruction or disclosure of the data
    - (iv) unauthorised access to the data

arising from proceedings brought against The Insured under the Data Protection Acts 1988 and 2003.

The maximum We will pay for all claims happening during any one Period of Insurance is €1,000,000.

We will not provide indemnity in respect of

- (1)
  - (a) Personal Injury other than as provided by this Clause.
  - (b) Damage to Property.
  - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence.
  - (d) libel, slander or defamation.
- (2) consequential losses.
- (3) liability
  - (a) as a result of You having authorised the destruction or disclosure of the data.
  - (b) which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.
- (4) any fine or statutory payment.
- (5) liability which arises solely by reason of the terms of any agreement.
- (6) liability in respect of liquidated damages or under any penalty clause.
- (7) legal costs or expenses or financial losses in respect of any order
  - (a) for rectification or erasure of data.
  - (b) requiring the data to be supplemented by any other statements.
- (8) proceedings relating to Compensation for any
  - (a) Employee if the Employers' Liability Section of this policy is not in force.
  - (b) third party if the Public and Products Liability Section of this policy is not in force.

#### 6. Employees' and Visitors' Personal Belongings

We will indemnify The Insured in respect of legal liability for accidental Damage to Employees and visitors vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured.
  - (2) stored for a fee or other consideration by The Insured.
  - (3) in the custody or control of The Insured for the purposes of being worked upon.
-

## 7. Financial Loss - Property Owners

We will indemnify The Insured in respect of legal liability for Financial Loss as a direct result of the failure to provide any Property or service in connection with Property Insured as detailed under the Property Damage Section of this policy

The maximum We will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is €600,000

This indemnity only applies to claims made against The Insured during the currency of this Clause or within 30 days of its expiry.

We will not provide indemnity

- (1) in respect of Financial Loss as a result of
  - (a) circumstances which, at inception of this Public and Products Liability Section, The Insured knew or ought to have known about and which were likely to give rise to a claim.
  - (b) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood.
  - (c) passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right.
  - (d) libel, slander or defamation.
  - (e) liability under the Data Protection Act 1998 or any subsequent amending legislation.
  - (f) any diminution in value of any Property.
  - (g) the failure or partial failure of any managing agent to fulfil their obligations under any contract.
  - (h) any consequence whatsoever directly or indirectly caused by or contributed to or arising from
    - (i) the presence of
    - (ii) the release of  
Asbestos including any product containing Asbestos.
- (2) for the first 5% or €1,200, whichever is the greater, of Compensation, Costs and Expenses in respect of each and every loss.

## 8. Hired or Rented Premises

We will indemnify The Insured in respect of legal liability as a result of accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first €300 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion.
- (2) liability imposed on The Insured solely by reason of the terms of the hiring or renting agreement.
- (3) Damage caused by fire or any other peril against which the hiring or renting agreement specifies that insurance is taken out by The Insured.

## 9. Legal Expenses arising from Consumer Protection and Food Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured which arise from criminal proceedings for any breach of the Consumer Protection or Food Safety legislation of the Republic of Ireland.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which result from any deliberate act or omission by You.
- (3) where indemnity is provided by another insurance policy.

# Legal Liabilities - Public and Products Liability

## Cont'd

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### 10. Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (4) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (5) costs of prosecution awarded against The Insured which arise from any health and safety inquiry or criminal proceedings in respect of any breach of the health and safety legislation of Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to the health and safety of any Employee.
- (3) where indemnity is provided by another insurance policy.

### 11. Motor Contingent Liability

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1) (a) not owned by
  - (b) not loaned, leased, hired or rented to You nor provided by Youand
- (2) being used in connection with The Business in The Defined Territories.

The maximum We will pay for any one claims is €50,000.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.
- (2) while the vehicle is being driven by
  - (a) You.
  - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (3) where indemnity is provided by another insurance policy.

### 12. Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
    - (a) any agreement unless liability would have existed otherwise.
    - (b) ownership or occupation of land or buildings.
    - (c) the carrying on of any trade or profession.
    - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
  - (2) where indemnity is provided by another insurance policy.
-

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### 13. Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is €300 per day.
- (2) each Employee is €180 per day.

### 14. Safety Legislation Legal Expenses

We will indemnify You in respect of legal costs and other expenses incurred with Our written consent and costs of the prosecution awarded against You arising out of any prosecution of You for a breach or alleged breach during the period of insurance of the Safety Health and Welfare at Work Act 2005 or similar safety legislation of the Republic of Ireland but We shall not be liable for any fines or penalties imposed.

We will not provide indemnity in respect of proceedings which relate to any person other than an Employee.

Please note that Clause 5 has been removed and as such does not appear in the above section

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### Exceptions

(Also refer to the Policy Exceptions at the back of this policy booklet).

The following exceptions apply to this Section.

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
  - (2) the ownership, possession or use by or on behalf of The Insured of any
    - (a) aircraft, aerial device or hovercraft
    - (b) watercraft exceeding eight metres in length
    - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
      - (i) where described in the Motor Contingent Liability Clause.
      - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
  - (3) Damage to Property
    - (a) which You own or is loaned, leased, hired or rented to The Insured
    - (b) which is held in trust or in the custody or control of
      - (i) The Insured
      - (ii) any other party who is carrying out work on Your behalfother than in the circumstances described in the Hired and Rented Premises and Employees' and Visitors' Personal Belongings Clause.
  - (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
    - (a) Products Supplied (other than Products Supplied under a separate contract).
    - (b) The Works.
  - (5) recalling or making refunds in respect of
    - (a) Products Supplied.
    - (b) The Works.
  - (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
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# Legal Liabilities - Public and Products Liability

## Cont'd

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- (7) the carrying out of any work or any Products Supplied which affects or could affect
    - (a) the navigation, propulsion or safety of any aircraft or other aerial device
    - (b) the safety or operation of nuclear installations.
  - (8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.  
All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
  - (9) (a) work in or on and travel to, from or within
    - (b) Products Supplied to any offshore
      - (i) accommodation, exploration, drilling or production rig or platform.
      - (ii) support vessel.
  - (10) (a) liquidated damages.
    - (b) penalty clauses.
    - (c) fines.
    - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
  - (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.
  - (12) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
    - (a) Terrorism
    - (b) civil commotion in Northern Ireland
    - (c) any action taken in controlling, preventing, suppressing or in any way relating to (4)(a) and/or (4)(b) above.

Terrorism means an act, and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organisation committed for political or other purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

In any action, suit or other proceedings where We allege that any loss damage cost or expense results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such loss damage cost or expense is covered under this Section will be upon You
  - (13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property. You will reimburse any such amount paid by Us.
  - (14) Products Supplied other than
    - (a) the sale or supply of food and drink
    - (b) the disposal of furniture and office equipment previously used in the course of The Business.
  - (15) (a) exposure to
    - (b) inhalation of
      - (c) fears of the consequences of exposure to or inhalation of
      - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos.
-

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**Conditions**

(Also refer to the Policy Conditions at the back of this policy booklet).

The following conditions apply to this Section.

**1. Suspension of Cover**

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

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# Legal Liabilities - Property Owners Legal Protection

## Introduction

The claims service for Legal Liabilities - Property Owners Legal Protection is administered by ARAG Legal Protection Limited (ARAG) on Our behalf. We have chosen ARAG as the claims administrator for this cover in view of their expertise and many years in dealing with legal disputes for customers.

As soon as You are aware of a legal problem, You should get legal advice from the Legal Helpline on 0818 200 826 without delay. Please have Your policy number to hand. If You wish to make a claim the full details will need to be submitted in writing.

ARAG will administer the claim on Our behalf. If a solicitor is required to deal with Your legal problem ARAG will appoint one from their approved panel of solicitors. These solicitors have been carefully chosen as experts in the area of law covered by Legal Liabilities - Property Owners Legal Protection and they are required to comply with strict service standards set out by ARAG.

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## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.

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## Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an Insured Person in line with the terms of this Section

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## Costs and Expenses

### 1. Legal Costs

- (1) All reasonable and necessary costs the Appointed Representative charges on a party/party basis.
- (2) Also the costs the opponent has to pay in civil cases if an Insured Person has been ordered to pay them, or pays them with Our agreement.

### 2. Accountant's Costs

A reasonable amount for all reasonable costs the Appointed Representative incurs in line with Our agreement.

### 3. Attendance Expenses

The Insured Person's salary or wages for the time that they are off work to attend any arbitration, court or tribunal hearing if the Appointed Representative asks, or while on jury service. We will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

The amount We will pay is based on the following:

- the time the Insured Person is off work including the time it takes to travel to and from the hearing. We will work this out to the nearest half day assuming that a whole day is eight hours;
- if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages;
- if the Insured Person works part-time, the salary or wages will be a percentage of their weekly salary or wages.

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## Date of Occurrence

- (i) For civil cases (other than under Contingency 5 Tax Protection) the Date of Occurrence is when the cause of the action first happened.
  - (ii) For criminal cases, the Date of Occurrence is when the Insured Person began or is alleged to have begun to break the criminal law in question.
  - (iii) For licence or registration appeals, the Date of Occurrence is when You first became aware of the proposal by the relevant licensing or regulatory authority to suspend, change the terms of, refuse to renew or cancel Your licence.
  - (iv) For Tax Protection the Date of Occurrence is when the relevant authority sends an assessment or written decision to You following an audit.
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<b>Insured Person</b>	You and Your directors, partners, managers, employees and any other individuals declared to Us by You.
<b>Legal Proceedings</b>	<p>Legal proceedings for</p> <ol style="list-style-type: none"> <li>(1) the pursuit or defence of a claim for damages</li> <li>(2) the defence of a criminal prosecution</li> <li>(3) appeal proceedings</li> <li>(4) specific performance or injunction</li> </ol> <p>dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.</p>
<b>Limit of Indemnity</b>	The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €150,000.
<b>Period of Insurance</b>	The period for which We have agreed to cover the Insured Person and for which You have paid the premium.
<b>Prospects of Success</b>	<p>In respect of all civil cases, it is always more likely than not that an Insured Person will</p> <ol style="list-style-type: none"> <li>(1) recover damages or obtain any other legal remedy which We have agreed to</li> <li>(2) make a successful defence</li> <li>(3) make a successful appeal or defence of an appeal.</li> </ol>
<b>Territorial Limit</b>	The Republic of Ireland.
<b>Cover</b>	<p>We agree to cover You or an Insured Person where specified for any Costs and Expenses incurred in respect of a Legal Proceeding following the occurrence of a Contingency stated as applying in the Schedule provided that:</p> <ol style="list-style-type: none"> <li>(a) the Date of Occurrence is during the Period of Insurance and the Contingency occurs within the Territorial Limit;</li> <li>(b) any Legal Proceedings will be dealt with by a court, or other body which We agree to, within the Territorial Limit;</li> <li>(c) in civil claims there are Prospects of Success for the duration of the claim;</li> <li>(d) for all insured incidents, We will help in appealing or defending an appeal as long as the Insured Person tells Us within the time limits allowed that they want to appeal. Before We pay any Costs and Expenses for appeals, We must agree there are Prospects of Success;</li> <li>(e) the maximum We will pay is the Limit of Indemnity;</li> <li>(f) if You use an Appointed Representative, We will pay the Costs and Expenses for this. We will pay the Financial Compensation Awards that We have agreed to;</li> <li>(g) for Contingency 4 Bodily Injury claims, We will pay the application fee required by the Personal Injuries Assessment Board (PIAB).</li> </ol>
<b>Contingencies</b>	<p><b>1A Employment Disputes</b></p> <p>We will defend Your legal rights in the following circumstances;</p> <ol style="list-style-type: none"> <li>(1) before proceedings are issued before the Workplace Relations Commission, court or tribunal after You have dismissed an employee; or</li> <li>(2) in legal proceedings for any dispute with: <ol style="list-style-type: none"> <li>(a) an employee or ex-employee or a trade union acting for an employee or ex-employee which arises out of, or relates to, a contract of employment with You; or</li> <li>(b) an employee, prospective employee or ex-employee arising from You allegedly breaking their statutory rights under employment law.</li> </ol> </li> </ol> <p><b>Exceptions</b></p> <ol style="list-style-type: none"> <li>(1) Any claim for damages for personal injury, including stress, bullying and harassment or loss of or damage to property.</li> <li>(2) Employee internal disciplinary or grievance procedures.</li> </ol>



# Legal Liabilities - Property Owners Legal Protection Cont'd

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- (3) Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation.
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## **1B Employment Financial Compensation Awards**

We will pay any financial compensatory award You would otherwise pay for a claim We have accepted under Contingency 1A.

Provided that

- (1) Throughout any contract of employment dispute You have asked for and followed advice from Our Legal Advice Helpline.
- (2) For compensation following You breaking a statutory duty under employment law, You have, at all times, asked for and followed advice from Our Legal Advice Helpline since the date when You should have known about the employment dispute.
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy but not the redundancy payment itself, You have asked for and followed advice from Our Legal Advice Helpline before serving a notice for redundancy.
- (4) The compensation is awarded by the Workplace Relations Commission or tribunal under a judgement made after hearing a full argument and otherwise than by agreement or default, or is paid under a settlement We have approved in writing beforehand.
- (5) The total of the compensation payable by Us shall not be more than €1,500,000 in any one period of insurance.

### **Exceptions**

- (1) Any financial compensation relating to:
  - trade-union activities, trade-union membership or non-membership;
  - pregnancy or maternity rights;
  - statutory rights in relation to trustees of occupational pension schemes have; or
  - statutory rights in relation to shop work on a Sunday and betting work.
- (2) Any claim for non-payment of money due under the relevant employment contract or any statutory provision in relation to it.
- (3) Any award ordered as a result of breaking statutory rights in relation to providing relevant records to employees under the National Minimum Wage Act 2000 or any legislation which amends this.
- (4) Any financial compensation award or increase in financial compensation award ordered by the tribunal for Your failure to keep to a recommendation it has made, including non-compliance with reinstatement or a re-engagement order.

## **2 Legal Defence**

At Your request, We will:

- (1) Defend an Insured Person's legal rights:
    - (a) before legal proceedings are issued when dealing with the
      - Garda; or
      - Health and Safety Authority and/or regional health boards where it is alleged that the Insured Person has or may have committed a criminal offence; or
-

- 
- (b) following an event which leads to the Insured Person being prosecuted in a criminal court.

For proceedings under the Health, Safety and Welfare Act 2005, the Territorial Limit will include any place where the Act applies.

- (2) Defend Your legal rights following civil action taken against You for wrongful arrest when relating to an accusation of theft alleged to have been carried out during the Period of Insurance.
- (3) Defend an Insured Person's (other than You) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of Your employees.
- (4) Represent an Insured Person if they appeal against the imposition or terms of any statutory notice issued under law which affects Your business.
- (5) Represent You if You appeal because the Data Protection Commissioner refuses Your application for registration.
- (6) Pay the Attendance Expenses of an Insured Person if they have to attend jury service.

#### **Exceptions**

Any claim which leads to the Insured Person being prosecuted for breaking road traffic laws or regulations in connection with owning, driving or use of a motor vehicle.

#### **Equal Status Act 2000 Protection**

- (1) We will advise You of Your legal rights by telephone and assist You with correspondence when communicating with the Workplace Relations Commission following a complaint against You under the Equal Status Act 2000 and the Equality Act 2004
- (2) We will defend You at an equality tribunal under the Equal Status Act 2000 or as amended and the Equality Act 2004.

Provided that

- (1) You have at all times sought and followed the advice from Our Legal Advice helpline from the date You should have known a complaint had been made against You under The Equal Status Act 2000 and the Equality Act 2004
- (2) You notify us in writing as soon as You receive notice to attend a Workplace Relations Commission equality tribunal hearing.

#### **3 Property Protection**

We will negotiate for Your legal rights in any civil action relating to material property which You own or are responsible for, as a result of:

- (1) any event which causes or could cause damage to that material property; or
- (2) any nuisance or trespass.

#### **Exceptions**

Any claim relating to the following.

- (1) A contract You have entered into.
- (2) Goods being transported or goods lent or hired out.
- (3) Goods at premises other than those premises You occupy unless the goods are at the premises for the purpose of installations or to be used in work You carry out.
- (4) Mining subsidence.
- (5) Defending Your legal rights other than in defending a counter-claim.
- (6) A motor vehicle the Insured Person owns, uses, hires or leases other than damage to motor vehicles where You are involved in selling motor vehicles.

#### **4 Bodily Injury**

At Your request We will negotiate for an Insured Person's and their family members' legal rights following an event which causes the death of, or bodily injury to, them.

#### **Exceptions**

- (1) Any claim relating to the following:
  - (a) Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
  - (b) Defending an Insured Person's or their family members' legal rights other than in defending a counter-claim;
  - (c) A motor vehicle the Insured Person or their family members own, use, hire or lease.
- (2) The cost of obtaining a medical report when registering a claim with the Personal Injuries Assessment Board (PIAB).

# Legal Liabilities - Property Owners Legal Protection Cont'd

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## 5 Tax Protection

- (a) Revenue Audits  
We will negotiate on Your behalf and represent You in any appeal proceedings in respect of an audit carried out by the Revenue Commissioners into Your business accounts;
- (b) Employers' Compliance  
We will negotiate on Your behalf and represent You in any appeal proceedings for a dispute concerning Your compliance with Pay As You Earn or Social Insurance Contribution Regulations following an audit by the Revenue Commissioners or the Department of Social Protection.
- (c) VAT Disputes  
We will negotiate on Your behalf and represent You in any appeal proceedings following an audit carried out by the Revenue Commissioners for Value Added Tax due.

Provided that

- (a) For all insured incidents, You must have taken reasonable care to make sure that all returns are complete and correct and that the returns are sent in within the statutory time limits allowed.
- (b) You and the Appointed Representative must keep to Our instructions for handling claims throughout the claim.

### Exceptions

- (1) Any claim arising from a tax avoidance scheme.
- (2) Any claim caused by Your failure to register for Value Added Tax.
- (3) Any claim involving the Revenue Commissioners looking into Your alleged dishonesty or criminal activities.

### Instructions On Handling Claims For Tax Protection

- (1) You must send Us a copy of the business accounts and tax return which are being audited, together with all relevant correspondence and a note of likely fees incurred by you or an Appointed Representative:
  - (a) as soon as the Revenue Commissioners tell You that an audit is to take place; and
  - (b) at any time throughout the claim if the information changes.
- (2) The estimate of fees and any revised estimates must be itemised by the hour for each Appointed Representative who is to deal with the claim. We will use this information to agree reasonable Costs and Expenses which We will pay under this Section. We will pay Costs and Expenses that have been agreed to in writing when an itemised invoice is received. It is important that You, or anyone acting on Your behalf, wait for Our approval before You agree to pay any Costs and Expenses over that which has already been agreed.

## 6 Commercial Lease Protection

We will negotiate for Your legal rights

- (a) In a dispute with a tenant arising from a breach or alleged breach of the tenancy agreement applying to the premises which are owned by You or are Your responsibility.
- (b) To recover money and interest due from a lease, licence or tenancy of land or buildings including enforcement of judgement provided that:
  - (i) The amount in dispute exceeds €1,500
  - (ii) The premises which are subject to the dispute are insured by the policy to which this insurance attaches

### Exceptions

- (1) Any claim where the cause of action arises within the first 90 days of the start of this cover.
- (2) Any recovery of money and interest due from a tenant other than disputes where the tenant intimates that a defence exists.
- (3) Any dispute arising from or relating to
  - (a) The renewal of the lease or tenancy agreement
  - (b) A rent review
  - (c) The supply of utilities by or through You.

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## Exceptions

(Also refer to the Policy Exceptions at the back of this policy booklet).

The following Exceptions apply to this Section.

- (1) Any claim reported to Us more than 180 days after the date the Insured Person should have known about the insured incident.
- (2) Any Costs and Expenses incurred before We accept a claim in writing.
- (3) Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Contingency 1B Employment Financial Compensation Awards.
- (4) Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- (5) Any claim relating to franchise rights, or agency rights if You have the legal capacity to change the legal relations of another.
- (6) Any insured incident deliberately or intentionally caused by an Insured Person.
- (7) A dispute with Us not otherwise dealt with under Condition (7).
- (8) Any claim relating to a shareholding or partnership share in Your business unless the shareholding was gained under a scheme open to all Your employees (or a substantial number of them) of a certain minimum grade other than Your directors or partners.
- (9) An application for judicial review or any defence of judicial review proceedings.
- (10) Any claim caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- (11) Legal action an Insured Person takes which We or the Appointed Representative have not agreed to or if the Insured Person does anything that prevents Us or the Appointed Representative from carrying out their roles effectively.
- (12) When either at the start of or during the course of a claim, We will not cover a claim if You are bankrupt or have filed a bankruptcy petition or winding-up petition, have made an arrangement with Your creditors, have entered into a deed or arrangement, are in liquidation, or part or all of Your affairs or property are in the care or control of a receiver or administrator.
- (13) Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

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## Conditions

(Also refer to the Policy Conditions at the back of this policy booklet).

The following Conditions apply to this Section.

- (1) Any Insured Person must:
  - (a) keep to the terms and conditions of this Section;
  - (b) take reasonable steps to keep any amount We have to pay as low as possible;
  - (c) try to prevent anything happening that may cause a claim;
  - (d) send everything We ask for, in writing; and
  - (e) give Us full details of any claim as soon possible and give Us any information We need.
- (2)
  - (a) We can take over and carry out, in the name of an Insured Person, any claim or legal proceedings at any time. We can negotiate any claim on behalf of an Insured Person.
  - (b) If We agree to start legal proceedings and the Insured Person has to be represented by a lawyer, or if there is a conflict of interest, an Insured Person can choose an Appointed Representative by sending that suitably qualified person's name and address to Us. We may choose not to accept the choice of representative, but only in exceptional circumstances.
  - (c) Before an Insured Person chooses a lawyer or an accountant, We can appoint an Appointed Representative.
  - (d) We will appoint an Appointed Representative and they will represent the Insured Person according to Our standard terms of appointment. The Appointed Representative must co-operate fully with Us at all times.
  - (e) We will have direct contact with the Appointed Representative.
  - (f) The Insured Person must co-operate fully with Us and with the Appointed Representative and must keep Us up to date with the progress of the claim.
  - (g) The Insured Person must give the Appointed Representative any instructions required by Us.

# Legal Liabilities - Property Owners Legal Protection Cont'd

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- (3) (a) The Insured Person must tell Us if anyone offers to settle a claim and must not agree to any settlement without Our written permission.  
(b) If an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses.  
(c) We may decide to pay the Insured Person the amount of damages that they are claiming or the amount that is being claimed against them instead of starting or continuing legal proceedings.
  - (4) (a) If We ask, the Insured Person must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited.  
(b) The Insured Person must take every step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that they do recover.
  - (5) If an Appointed Representative refuses to continue acting for an Insured Person or if an Insured Person dismisses the Appointed Representative, the cover provided will end at once, unless We agree to appoint another Appointed Representative.
  - (6) If an Insured Person settles a claim or withdraws their claim without Our agreement, or does not give suitable instructions to the Appointed Representative, the cover provided will end at once. We will be entitled to reclaim any Costs and Expenses they have paid.
  - (7) If We and an Insured Person disagree about the choice of Appointed Representative or about how a claim is handled, We and the Insured Person can choose another suitably qualified person to decide the matter. We and the Insured Person must both agree to this in writing. If We cannot agree with the Insured Person about the choice of the second suitably qualified person, then We will ask the president of the Law Society of Ireland to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
  - (8) We may ask You to get an opinion from counsel as to how successful a claim or proceedings will be (You will have to pay any costs involved in doing this). If counsel believes there are reasonable grounds to pursue or defend a claim or proceedings, We will pay the costs of getting the opinion.
  - (9) We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Section did not exist.

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## Additional Services

### Helpline services

We provide these services 24 hours a day, seven days a week during the Period of Insurance. To help check and improve service standards, We record all calls.

### Commercial Legal Helpline

We will give You confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands. To contact the above services, phone us on 0818 200 826 quoting Your policy number.

### Counselling

We will give You information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness.

To contact the above service phone us on 1800 670 407.

We will not accept responsibility if the helpline services fail for reasons they cannot control. Please do not phone us to report a general insurance claim.

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### Employment Manual

Our Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law.

To view it please visit the website at [www.arag.ie](http://www.arag.ie). From the home page click on the Employment Manual icon.

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**How We deal with tax protection claims under  
Your Commercial Legal Protection Section  
(A Step By Step Guide To Your Tax Claim)**

Your business is required by law to submit accounts and pay tax to the Revenue Commissioners. This policy will pay Your accountant's fees if the Revenue Commissioners carry out an audit of Your business accounts provided that these guidelines are followed.

**Notifying Us of Your claim**

- (1) If You receive notification from the Revenue Commissioners, You or Your accountant can contact Us by phone on 01 670 7470. We can send You a claim form and give You advice about how to make Your claim. We cannot confirm cover for Your claim over the phone.
- (2) When We receive the information We need to help You with Your claim We will appoint an accountant to act for You. If You wish Us to appoint Your own accountant You must send Us the person's name and address when You send us Your completed claim form. The accountant appointed by Us to act for You is referred to as the "Appointed Representative" in Your policy and in the guidelines below. We will not pay for any accountant's fees that have been incurred for work carried out before We have accepted Your claim.

**Handling Your claim**

- (3) We cover the cost of negotiating on Your behalf and representing You in any appeal proceedings in respect of a Revenue Commissioners Audit.
- (4) Once We have accepted Your claim and have appointed an accountant to deal with it We will agree with the Appointed Representative what work is to be carried out on Your behalf and the fees that are to be covered under Your policy. If it is not possible to agree a budget with the Appointed Representative, We reserve Our right to limit the sum payable under the policy to an amount that is necessary and reasonable in the circumstances.
- (5) The Revenue Commissioners will request information about Your accounts. The Appointed Representative will prepare this information. They may also be required to meet with the Revenue Commissioners. Your policy will cover the cost of any necessary meetings provided that We have consented to Your accountant attending. If it is not possible to negotiate a settlement with the Revenue Commissioners and You wish to appeal against the tax demanded We will pay for the Appointed Representative to represent You in appeal proceedings provided it is always more likely than not that the appeal will be successful.
- (6) If at any time during the audit the level of fees that We have agreed with the Appointed Representative is expected to change We must be informed of any additional work considered necessary and agree in advance any additional accountants' costs to be paid under Your policy.

**When We cannot help**

- (7) Please note it is a condition of Your policy that You have taken reasonable care to ensure all returns are complete and correct and are submitted within the statutory time limits allowed.
  - (8) If the Appointed Representative has to carry out routine accounting or corrective work You will need to pay any fees for this out of Your own funds. It is not normally considered appropriate for accountants to carry out review work on records prior to submission to the Revenue Commissioners but if the Appointed Representative considers this is necessary We will pay the cost of this provided that We have consented to the work being carried out.
  - (9) We will not pay accountant's costs that have been incurred because the Appointed Representative has failed to follow the procedures We have specified or has charged fees that We have not agreed to pay.
  - (10) Please note the exclusions on Your policy in relation to dishonesty.
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# Legal Liabilities - Property Owners Legal Protection Cont'd

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## **Settling Your claim**

(11) We will tell the appointed representative about how We will settle their invoice when the audit has been completed.

Other types of Tax Protection claims

Disputes arising from Employers' compliance with PAYE or PRSI contributions following an audit by the Revenue Commissioners or Department of Social Protection; and appeals in relation to VAT assessments are also covered by Your Commercial Legal Protection Section.

If You need to notify Us of a claim that arises from either of these circumstances please follow the instructions outlined in (1) and (2). We will adopt a similar approach when dealing with these claims as for Revenue Audits (refer to paragraphs (6) to (10)) although the actual work carried out by the Appointed Representative will differ.

Please note We cannot cover disputes with the Revenue Commissioners that result from Your failure to register Your business for VAT.

## **Procedure for the Appointed Representative when dealing with Tax Protection claims.**

The information below details the procedure to be followed by the Appointed Representative when dealing with Your Tax Protection claim. We will send these instructions to the Appointed Representative when We appoint them to deal with Your claim.

### **Instructions for the Appointed Representative**

In Our experience it is normally necessary for the Appointed Representative to undertake the following work:

#### **(1) Provide information requested in the Revenue Commissioners initial letter**

This should not involve significant re-analysis work. If the information is available, albeit in slightly different form in Your working papers, the Revenue Commissioners should be invited to accept it as it is in Your papers.

#### **(2) Submission (or making available) of business records**

Responsibility for the retention and orderly maintenance of business records rests with the Policyholder. We will not expect to incur significant professional costs associated with their submission to the Revenue Commissioners. It will not normally be considered appropriate for the Appointed Representative to carry out review work on the records prior to submission to the Revenue Commissioners. If it is felt that any such work is necessary, advance agreement of the costs is required. Please send Us a copy of the covering letter sent with the audited accounts at the time of filing.

(3) Submission of private financial information, if appropriate to the audit.

(4) Identify reason for audit.

(5) Possible limited further correspondence preparatory to any meeting with the Revenue Commissioners.

#### **(6) Meeting with the Revenue Commissioners Inspector**

Where appropriate, meetings with the Revenue Commissioners can be a productive means to resolve outstanding issues. However, the time involved inevitably makes them expensive in terms of professional fees. It is therefore vitally important that the purpose of the meeting be clearly agreed, in so far as possible in advance, so that the meeting time can be used effectively to resolve remaining issues. The reasons for a meeting should be set out by the Revenue Commissioners along with the subjects for discussion. It is particularly important that the Revenue Commissioners be asked to set up in advance any issues which the Policyholder may be unlikely to be able to answer from memory, in order to facilitate closure of the audit. As in all insurances there is an obligation for the Policyholder and on the Appointed Representative acting for them to take reasonable steps to minimise the costs payable under the policy. We will only pay for one member of the Appointed Representative's firm to be present at the audit and that We expect where possible that preparatory work prior to the audit and subsequent to it be done by junior members of staff. At the end of the above process it will be apparent whether the audit can be drawn to a close or whether the Revenue Commissioners have significant concerns about the accuracy of the returns.

# Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions which apply to all Sections unless otherwise stated.

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## 1. Duty of Disclosure and Alteration of Risk

You are under a duty to answer all questions, which We ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by You to Us for this insurance must be true and complete.

This is for Your protection because, if You do not give Us all the information We need, the policy may not provide You with the cover You need, a claim may not be paid, the policy could be declared invalid and void or may be cancelled, and You may encounter difficulty trying to purchase insurance elsewhere.

You may lose all cover under this policy if, since the start date of the policy or the last renewal date (whichever is the latest), there is a material change in Your circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten) including but not limited to such changes relating to the Premises, the Business, the occupancy, the duties or activities of You, the Policyholder.

If You are not sure whether to tell Us about a change in respect of Your circumstances, You should contact Your broker immediately.

In addition, You must tell Us immediately about changes, that have not already been advised to Us, relating;

- (1) to any accident, loss or claims made against You in the last five years, and/or any claims currently outstanding/pending;
- (2) to any convictions, offences or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction'\* under the Criminal Justice (Spent Convictions and certain Disclosures) Act 2016,
- (3) to Your access to any hazardous sites or locations;
- (4) to Your business being wound up or carried on by a liquidator or receiver or permanently discontinued.

\* An individual is not required to disclose a spent conviction when supplying information on past convictions. To determine if a conviction is a 'spent conviction' under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016 please visit [www.Irishstatutebook.ie](http://www.Irishstatutebook.ie)

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## 2. Arbitration

If there is a dispute, controversy or claim between You and Us in respect of

- (a) the interpretation or application of any provision of The Contract of Insurance
  - (b) Our liability under The Contract of Insurance to make a payment in respect of a claim made by You
  - (c) the amount (if any) We offer to pay in respect of claim
- or
- (d) any other matter relating to The Contract of Insurance

such dispute, controversy or claim shall within 12 months of the dispute, controversy or claim arising be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

If You and Us cannot agree upon the joint appointment of an arbitrator, the President of the Incorporated Law Society of Ireland will make a decision upon the identity of the arbitrator and that decision will be final and binding on both parties.

If the dispute, controversy or claim is not referred to arbitration within 12 months We will assume You have abandoned the dispute, controversy or claim.

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### 3. Cancellation and Mid Term Alterations

- (a) We may cancel this Policy by sending 30 days' notice by registered post to You at Your last known address and in such event You shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.
- (b) You may cancel this Policy **after** the Cooling Off Period by giving Us written notice and provided that the refund due to you amounts to at least €20 and there have been no:
  - (i) claim(s) made under the policy for which We have made a payment.
  - (ii) claim(s) made under the policy which are still under consideration.
  - (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us during the current Period of Insurance, We will refund to You a proportionate part of the premium paid for the unexpired period.

If you wish to cancel the policy during the Cooling Off Period please refer to the Important Information on page 3 of this Policy Booklet.

- (c) If You make an alteration to Your policy and this results in an adjustment in premium We will not
  - (i) charge You where premium adjustments are less than €20
  - (ii) refund You where premium adjustments are less than €20.

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### 4. Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury including the amount of the claim within
  - (i) 30 days of Your becoming aware of the event or occurrence
  - or
  - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious personsor such further time that We may allow.
- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

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### 5. Contribution

#### **Applicable to Employers' Liability Section and Public and Products Liability Section**

- (a) If the insurance provided by these Sections is also covered by another policy (or would be but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

#### **Applicable to all other Sections insured by this policy**

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of Average and this policy is not, this policy will become subject to the same condition of Average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

# Policy Conditions Cont'd

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## 6. Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity
- or
- (b) the Sum Insured
- or
- (c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim or with Our consent.

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## 7. Fraud and Misrepresentation

You may lose all benefit under this Policy if any claim is fraudulent in any way or if You or anyone acting on Your behalf has used any type of fraud relating to this insurance policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

You may lose some or all benefit under this Policy if You have not answered all questions, which We have asked, honestly and with reasonable care (including any answers or information You have provided to Us that may have affected Our decision to provide cover or in calculating the Policy premium) or if You have used any false or stolen documents in applying for the cover provided under this Policy.

In the event of any fraud relating to this insurance Policy We may cancel the Policy and retain the premium paid.

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## 8. Identification

The policy and The Schedule will be read as one contract.

A particular word or phrase which is not defined will have its ordinary meaning.

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## 9. Index Linking

### (a) Renewal

We continuously monitor a number of Commercial Rebuilding and Consumer Price Indices and have adjusted your Buildings and Contents sums insured using the index that We feel best protects You against the effects of inflation and the risk of under insurance in the coming year. However, this universal approach does not take account of the significant differences in profile of Our individual customer's Buildings and Contents exposures and We strongly recommend that You calculate Your commercial rebuilding costs using the Society of Chartered Surveyors guidelines and carry out an inventory calculating the replacement costs of Your commercial contents. We will be happy to adjust Your Sums Insured accordingly.

### (b) Claims

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

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## 11. Reasonable Precautions

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
  - (b) take all reasonable precautions to prevent
    - (i) loss or destruction of or damage to the Property Insured.
    - (ii) accident or injury to any person or loss, destruction or damage to their property.
  - (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
  - (d) keep books with a complete record of purchases and sales.
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**12. Reinstatement**

When We decide, or are required to reinstate or replace any property You will, at Your expense, provide any

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of any one item is the Sum Insured.

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**13. Subrogation**

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy
- or

- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

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Please note that Policy Conditions 10 and 16 have been removed and as such do not appear in the Policy Conditions

# Policy Exceptions

Each Section of the policy contains exceptions or exclusions. They must be read in conjunction with the following Policy exceptions or exclusions which apply to all Sections unless otherwise stated.

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We will not provide indemnity in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
  - (a) war, invasion, act of foreign enemy, hostilities or war like operation or operations (whether war be declared or not), civil war, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, mutiny or military uprising or martial law
  - (b) nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b).

However exclusion 1 (b) will not apply to the following sections:

- Legal Liabilities - Employers Liability
- Legal Liabilities - Public and Products Liability
- Legal Liabilities - Property Owners Legal Protection

when insured by this policy.

- (2) (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

But as far as concerns Bodily Injury of any person under a contract of service or apprenticeship with You if such Bodily Injury arises out of and in the course of such person's employment by You this exclusion shall apply only in respect of

- (i) liability of any principal
  - (ii) liability assumed by You by agreement and which would not have attached in the absence of such agreement.
- (3) (a) Money
  - (c) securities or bonds
  - (d) jewellery or precious stones
  - (e) precious metals or bullion
  - (f) furs or curios
  - (g) rare books or works of art
  - (h) goods held in trust or on commission
  - (i) documents or manuscripts
  - (j) business books or computer systems records
  - (k) explosives
  - (l) property in transit
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unless specifically mentioned.

However, exclusions (3) (a) to (k) do not apply to the following Sections, when insured by this policy

- (1) Employers' Liability
- (2) Public and Products Liability
- (3) Property Owners Legal Protection.
- (4) any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any
  - (a) electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware programme computer data processing equipment telecommunication equipment or systems or any similar device
  - (b) media or systems used in connection with any of the foregoing

whether Your property or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save retain or restore and/or to correctly manipulate interpret transmit return calculate or process and date data information command logic or instruction as a result of

- (i) recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

Exception to this exclusion

Provided always that this exclusion shall not apply to:

- 1 Subsequent damage to or loss or destruction of property owned by in the possession of or held in trust by You and/or Your consequential loss arising from loss or destruction of or damage to any property if directly caused by Fire lightning explosion aircraft and other aerial devices dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or stealing only where these covers are provided by the Policy

The foregoing exception to this Date Recognition exclusion will not apply to any claim arising from any legal liability legal cost or expense incurred by You

- 2 Bodily Injury of any person under a contract of service or apprenticeship with You if such Bodily Injury arises out of and in the course of such person's employment
- (5) any claim arising directly or indirectly from, or in connection with, or consisting of
  - (a) Loss of Data
  - (b) Any loss, damage, liability, Failure, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
    - (i) Virus or Similar Mechanism;
    - (ii) Denial of Service Attack;
    - (iii) malicious act in respect of Computer and Electronic Equipment;
    - (iv) unauthorised access to or use of Computer and Electronic Equipment;
    - (v) programming or operator error whether by You or any other person or persons; or
    - (vi) any unintentional or unplanned, wholly or partially, outage of Your Computer and Electronic Equipment not directly caused by physical loss or damage

or the threat or hoax of any of (i) to (vi) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto including, without limitation to the scope of the foregoing, any action taken in controlling, preventing, suppressing or remediating any of (i) to (vi) above or the threat or hoax thereof.

However, We will indemnify You in respect of subsequent physical loss or physical damage to the Property Insured other than Computer and Electronic Equipment and Data Storage Materials caused by or resulting from a Specified Contingency which is not otherwise excluded.

However, this exclusion will not apply to the Legal Liabilities - Employers Liability section when insured by this policy.













*For our joint protection, we may record and  
monitor phone calls.*

**Aviva Insurance Ireland DAC**

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