

COMMERCIAL INSURANCE

▶ B E N C H M A R K



BENCHMARK OFFICE

Insurance Policy

**Your Claims Helpline Number is noted
on your policy schedule**

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WELCOME

Welcome to the Benchmark Office Insurance Policy and thank YOU for arranging YOUR insurance with US. YOUR insurance is underwritten by RSA Insurance Ireland DAC.

Please check YOUR Statement of Fact Proposal Form to ensure that the details contained on it are accurate as this document forms the basis of the insurance contract. YOUR acceptance of this Policy indicates YOUR agreement that the details contained on the Statement of Fact Proposal Form are accurate.

If the Policy Schedule details do not agree with the details provided in YOUR Statement of Fact Proposal Form, or if the details on the Statement of Fact Proposal Form are incorrect, then please return the Policy and Schedule immediately to YOUR broker with a note of the changes that should be made.

Please also read this Policy carefully to ensure that it provides the cover YOU require. YOUR Policy Schedule sets out which Sections of cover YOU have purchased and YOUR sums insured. Please examine this Policy, YOUR Policy Schedule and any endorsement pages to make sure that they give YOU protection according to YOUR present needs.

The Schedule and any endorsements, the Policy and the Statement of Fact Proposal Form shall be read as one contract and unless otherwise stated any word or expression to which a particular meaning has been given in the general definitions or specific Section definitions in this Policy shall bear the same meaning wherever it appears in the Policy or specific Section respectively. Unless the context requires otherwise

- (a) the singular includes the plural and vice versa
- (b) the male gender includes the female and neutral genders
- (c) person includes a body corporate

The reinstatement value of YOUR BUILDINGS and CONTENTS shown in the Schedule will be adjusted at each renewal to reflect claims inflation costs. YOU should satisfy YOURSELF that this value is adequate to cover the full rebuilding cost of the entire BUILDINGS, including the cost of professional fees and site clearance and CONTENTS. If the sums insured are inadequate, it may affect the settlement of any claims YOU may submit under the Policy.

YOU should advise immediately if the nature of YOUR BUSINESS changes, or if the circumstances of YOUR BUSINESS change in a way that might affect OUR attitude to the cover provided – for example during the building of an extension or re-roofing the property with mineral felt, or if any of YOUR buildings become vacant or unused. If YOU are in any doubt as to whether a change is material, please notify it.

Having paid or agreed to pay the premium to US, WE will provide the insurance indicated herein during the Period of Insurance stated in the Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy. This Policy, which includes and shall be read as one document with the Policy Schedule, Endorsements and Statement of Fact Proposal Form, evidences a contract of insurance between YOU and US.



Colin Ryan
Commercial Lines Director
RSA Insurance Ireland DAC

Contract Law

The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. We propose that the contract will be governed by Irish Law.

Communications between you and us about this policy will be in English.

The insurer that you have entered into a contract with is RSA Insurance Ireland DAC.

Insurer

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

Insurance Act 1936 (or future amendments thereto)

All monies which become or may become due under this Policy will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euro unless we specifically say otherwise.

Stamp Duty

Stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act 1999 (as amended).

Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact your Insurance Broker or our Customer Service team at;

RSA Insurance Ireland DAC

RSA House

Dundrum Town Centre

Sandyford Road

Dublin 16

D16 FC92.

Telephone: 1890 290 100 Outside Ireland: 00353 1 290 1000

Email: complaints@ie.rsagroup.com

In the event of your complaint not being resolved to your satisfaction you may contact The Insurance Information Service, Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8. Telephone (01) 676 1820 or the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone 1890 882 090 or (01) 662 0899.

Benchmark Data Protection Notice

We are committed to ensuring that your data is protected. To keep you informed, we have created this notice which will explain how we use the information we collect about you and how you can exercise your data protection rights.

1. Who are we?

Benchmark Underwriting Limited is part of the RSA Insurance Group. All policies are underwritten by RSA Insurance Ireland Limited. RSA Insurance Ireland DAC (RSA) provide commercial and personal insurance products and services. This notice provides details as to how both Benchmark and RSA will handle your data.

2. Why do we collect and use your personal information?

We will use your personal information for the provision of insurance services such as providing a quotation, underwriting a policy and handling claims under an insurance contract. We will also use your data for other related matters such as complaint handling, prevention or detection of fraud, reinsurance and statistical analyses.

When looking for a quote for a product from us, you will need to provide us with information relating to what you wish to be covered by the insurance (e.g. car make and model, your home, etc.). When buying certain products, we will on occasion need to collect special categories of data (e.g. medical history for motor insurance) and convictions history (e.g. driving offences).

We will need to process your payment information (e.g. direct debit, credit and debit card information, etc.) in order to provide your cover. To service your policy, we may communicate with you via your intermediary, if applicable, and via our website, emails, telephone calls or post. Calls may be recorded for training and verification purposes.

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

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

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Notice. We take our responsibilities under data protection laws very seriously, including meeting these conditions.

In order to provide you with this detail we have prepared the following which describes the purpose to which we are using your data and the legal basis for doing so.

Purpose	Legal Basis
To provide you with a quote for an insurance product and to provide you with insurance cover if you decide to purchase a product.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract
To assess the information you have provided and make a decision as to whether we can provide you with cover and at what price	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract;
To verify your identity and to verify the accuracy of the information we receive.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract; To comply with legal obligations (eg. money laundering requirements)
To administer your insurance contract and make any changes during its term, answer queries, provide updates and process a cancellation.	Processing is necessary for the performance of a contract
To make and receive any payments whether in relation to your policy or a claim.	Processing is necessary for the performance of a contract
To manage and investigate any claims made by you or another person under your policy of insurance.	Processing is necessary for the performance of a contract
To detect and prevent fraud, money laundering and other offences. To assist An Garda Síochána or any other authorised body with investigations.	Processing is necessary for the purposes of our legitimate interests. This interest is to investigate and prevent potential fraudulent and other illegal activity.
To manage and investigate any complaints	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract; Processing is necessary to comply with legal obligations
For reinsurance purposes	Processing is necessary for the performance of a contract
To comply with laws and regulations	Processing is necessary to comply with legal obligations
For statistical analyses	Processing is necessary for the purposes of our legitimate interests. This interest is to improve our processes, products and services.
To make back-ups of your data in case of emergencies and for disaster recovery purposes	Processing is necessary to comply with legal obligations

3. How else do we collect information about you?

Where possible, we will collect your personal information directly from you. However, on occasion we may receive information about you from other people or companies. For example:

- It was given to us by someone who is applying for an insurance product on your behalf (e.g. insurance brokers).
- It was supplied to us when you have purchased an insurance product or service that is provided by us in partnership with other companies.
- It was lawfully collected from other sources (e.g. the Integrated Information Data System ('IIDS')) to validate information you have submitted to us such as driver number and penalty points.
- Vehicle history check suppliers/ databases.
- Through credit checks.
- Through a database to determine address based risk factors (known as geocoding)
- Searches of publicly available information (e.g. online).
- The Insurance Link Anti-Fraud register (for more information see www.inslink.ie) and other insurers.
- Other fraud prevention databases available in the insurance industry.

4. Will we share your personal information with anyone else?

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

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

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

In order to provide you with the insurance policy, we may share your information with our service providers and on occasions, some of your personal information may be sent to other parties outside of the European Economic Area (EEA). We would only do this in compliance with the appropriate legal and technical safeguards such as the standard data protection clauses adopted by the European Commission, Binding Corporate Rules or as a result of an adequacy decision of the European Commission

5. Which decisions made about you will be automated?

Before we can sell you an insurance product or service, we may conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – the process calculates the insurance risks based on the information that you have supplied. This will be used to determine if we can provide you with a policy and to calculate the premium you will have to pay.

The results of these automated decision-making processes will limit the products and services we may be able to provide you. If you do not agree with the result, you have the right to request human intervention to allow you to express your point of view and contest the decision.

6. For how long will we keep your information?

Information submitted for a quotation may be retained by us for a period of up to 72 months from the date of the quotation. All information in respect of a policy (to include claims on the policy) will be held for 8 years after the ending of the client/insurer relationship to ensure we meet our regulatory obligations. We will retain call recordings for 8 years from the date of the call.

There are certain policies where we need to keep data for longer than the normal periods where we may receive claims where the claimant was not aware of the injuries until a long time after it was caused.

7. What should you do if your information is incorrect?

If you think that the information we hold about you is incorrect or incomplete, please contact your intermediary or contact us and we will be happy to rectify it for you.

8. What are your rights over the information that is held by us?

We understand your information is important to you, therefore you may request us to undertake any of the following actions:

- 1 Provide you with a copy of the personal information we hold about you, in a commonly used electronic format (or hard copy if you wish).
- 2 Request your personal information to be deleted where you believe it is no longer required. Please note however, this request will not be valid while you are still insured with us and where we are subject to legal or regulatory obligations.
- 3 Request that we supply a copy of the personal information you have supplied to us, to another company. We would provide the information in a commonly used electronic format.
- 4 Request that we restrict the use of your information by us.
- 5 Object to the processing of your data.

If you would like to request any of the above, please email us a request to **ie_dataprotection@ie.rsagroup.com** or write to us at the address contained in Section 10. To ensure that we do not disclose your personal information to a party who is not entitled to it, when you are making the request please provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification and proof of address



All requests are free of charge although we reserve the right to charge an administrative fee for subsequent requests (such as when the request is part of a series of repeated requests over a short period of time). We endeavour to respond within one month from receipt of the request. If we do not meet this time frame, we will explain why this was in our response.

Please note that simply submitting a request does not mean we will be able to fulfil it – we are often bound by legal and legislative law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Requests to restrict the use of your information or to object to the processing of your data may lead to RSA being unable to continue to service your policy and therefore lead to cancellation of your policy.

9. Changes to our Data Protection Notice.

This notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

10. How do you ask a question about this Data Protection Notice?

If you have any questions or comments about this privacy notice please contact:
The Data Protection Officer, RSA Insurance Ireland DAC, Dundrum Town Centre, Sandyford Road,
Dundrum, Dublin 16, D16 FC92

You may also email us at ie_dataprotection@ie.rsagroup.com

11. How can you lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to ie_dataprotection@ie.rsagroup.com or write to us using the address provided in Section 10. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response you can lodge a complaint to the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlinton, Co Laois, R32 AP23.

DEFINITIONS

Certain words in this Policy have defined meanings. These meanings are given below or are defined at the beginning of the appropriate Section or sub-section. To help YOU identify these words in the policy WE have printed them in capital letters throughout.

AVERAGE

If, at the time of the DAMAGE, the sum insured is less than the full reinstatement value of the property insured the amount WE will pay will be reduced in proportion to the amount of the under-insurance.

BODILY INJURY

The words BODILY INJURY shall mean

- (a) death injury disease or illness of any person
- (b) mental injury or mental anguish and shock that results in a recognisable psychiatric injury
- (c) WRONGFUL ARREST

BUILDINGS

The word BUILDINGS shall mean the structure of the Office, including all OUTBUILDINGS, at the PREMISES and includes:

- (a) landlord's fixtures and fittings therein and thereon
- (b) walls gates and fences
- (c) car parks yards and pavements
- (d) telephone gas water and electric installations oil tanks piping ducting cable wires and associated control gear and accessories on the PREMISES and extending to the public mains but only to the extent of YOUR responsibility
- (e) foundations
- (f) drains and sewers within the perimeter of the PREMISES but only to the extent of the YOUR responsibility

BUSINESS

The word BUSINESS shall mean the BUSINESS described in the Policy Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy carried on by YOU at or from the PREMISES within the Territorial Limits and shall include

- (a) the ownership and/or occupancy use repair maintenance and decoration of the PREMISES occupied by YOU for the BUSINESS but excluding any structural alteration addition or demolition of any building or any operations in connection with such alteration addition or demolition
- (b) the provision and management by YOU of catering sports social welfare and educational facilities for the benefit of any EMPLOYEE and fire first aid medical dental ambulance and security services
- (c) private work carried out by an EMPLOYEE for YOU or for any director partner or executive of YOURS provided such work is undertaken with YOUR prior consent and is not undertaken in connection with any trade or BUSINESS

DAMAGE

The word DAMAGE shall mean loss or damage or destruction

definitions cont.

EMPLOYEE

The word EMPLOYEE shall mean any

- (a) person under a contract of service or apprenticeship with YOU provided a proper wages book is kept which includes each EMPLOYEE and each EMPLOYEE is registered for P.A.Y.E. and P.R.S.I.
- (b) labour only sub-contractor or labour master or any person supplied by them
- (c) self-employed person supplying labour only
- (d) person hired to or borrowed by YOU
- (e) person under work experience or similar schemes whilst working directly for YOU in connection with the BUSINESS

FINANCIAL LOSS

The words FINANCIAL LOSS shall mean financial loss unaccompanied by BODILY INJURY or DAMAGE

FIXTURES AND FITTINGS

The words FIXTURES AND FITTINGS shall mean

- Office fixtures and fittings and machinery
- the office/shop front and, if fixed to the BUILDINGS, any external signs and canopies, fitments and blinds up to a maximum total value of €5,000
- any telephone installation, gas or electricity meter
- YOUR pedal cycles, clothing and personal effects or those of YOUR EMPLOYEES up to €750 any one person.

OFFSHORE WORK

The words OFFSHORE WORK shall mean visits or work undertaken by an EMPLOYEE from the time the EMPLOYEE embarks into a conveyance whether airborne or waterborne for transport to an offshore installation or associated structure until such time as the EMPLOYEE disembarks from the conveyance onto land upon his return from such installation and associated structure.

OUTBUILDINGS

The word OUTBUILDINGS shall mean BUILDINGS other than the main Office, which are not accessible to the public.

POLICY EXCESS

The POLICY EXCESS is the amount, shown on the Policy Schedule, of any claim which YOU must pay YOURSELF.

PREMISES

The BUILDINGS and the land within the boundaries belonging to them.

RENT

The word RENT shall mean periodic payments made to YOU or by YOU for the lease of BUILDINGS

SUBSIDENCE

Subsidence or ground heave of any part of the site on which the property stands or landslip

TERRITORIAL LIMITS

The words TERRITORIAL LIMITS shall mean Republic of Ireland Great Britain Northern Ireland the Isle of Man or Channel Islands

definitions cont.

WE, US, OUR

RSA Insurance Ireland DAC.

WRONGFUL ARREST

The words WRONGFUL ARREST shall mean

- (a) False arrest wrongful detention or false imprisonment or malicious prosecution of any person
- (b) Wrongful entry or eviction or other invasion of the rights of private occupancy

YOU, YOUR, YOURSELF

The person, people or the Company shown on the Schedule as the Insured.

SECTION 1 BUILDINGS

(operative only if indicated on the Policy Schedule)

The POLICY EXCESS applies to this Section.

WHAT IS INSURED

If during the Period of Insurance the BUILDINGS insured described in the Schedule under Section 1 or any part thereof shall suffer DAMAGE (other than by an excluded cause) WE will indemnify YOU by payment in accordance with the Basis of Settlement or at OUR option reinstate replace or repair the BUILDINGS or any part thereof provided that OUR liability shall in no case exceed in respect of each insured item the sum insured for that item in the Policy Schedule or in the whole the total sum insured

WHAT IS NOT INSURED

DAMAGE caused by stealing or attempted stealing not involving entry to or exit from the BUILDINGS by forcible and violent means.

DAMAGE to OUTBUILDINGS as a result of stealing or attempted stealing if the OUTBUILDINGS do not meet the security requirements set out on the Policy Schedule under Endorsements.

DAMAGE caused by wind rain hail sleet or snow to roofs of OUTBUILDINGS constructed of torch-on, mineral or other felt exceeding 10 years of age

DAMAGE to gates or fences caused by falling trees or branches

Accidental breakage of glass

DAMAGE to signs

DAMAGE to Property Insured away from the PREMISES

DAMAGE to BUILDINGS caused by their own collapse or cracking unless resulting from any other cause which is not otherwise excluded

DAMAGE caused by pollution or contamination but this shall not exclude Damage to the Property Insured caused by

- (a) pollution or contamination which itself results from any cause which is not otherwise excluded
- (b) any cause which is not otherwise excluded which itself results from pollution or contamination

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 1 - Additional Covers

1. Additional Costs

WE will pay the necessary and reasonable expenses that YOU incur in repairing or reinstating the BUILDINGS following DAMAGE insured under this Section, namely:

- fees to architects, surveyors, consulting engineers and others
- the cost of clearing the site and making it and the PREMISES safe
- the cost of complying with any government or local authority requirement following DAMAGE unless YOU were given notice of the requirement before the DAMAGE.

WE will not pay:

- fees for preparing a claim under this Section
- for the cost of undamaged parts of the BUILDINGS (except the foundations of the damaged parts)
- the cost of work stipulated in any notice already served upon YOU
- costs or expenses incurred in removing debris other than from the PREMISES and the area immediately adjacent

2. Automatic Reinstatement of the Sum Insured

WE will automatically reinstate the sum insured upon notification of a claim to US unless WE give YOU written notice to the contrary.

Provided that YOU:

- pay the appropriate additional premium
- take immediate steps to carry out any amendments in the protection of the BUILDINGS as WE may require.

The most WE will reinstate in any one period of insurance is the sum insured.

3. Inflation Protection

To protect YOU from the effects of inflation, WE will automatically increase the sum insured by a minimum of 5% each year. This adjustment will continue after any insured DAMAGE if the repairs or reinstatement are done without delay.

WE will not charge any extra premium during the period of insurance. At the end of the period WE will work out the renewal premium on the revised sum insured.

4. Fire Brigade Charges

This insurance extends to include charges levied by a fire authority under the provisions of the Fire Services Act 1981 or any subsequent amending legislation in controlling or extinguishing fire affecting (or threatening to affect) the PREMISES Insured in circumstances which have given rise to or would have given rise to DAMAGE. The maximum WE will pay under this extension shall be the limit as stated in the Schedule in any one Period of Insurance. No amount will be payable, however, if there is a payment made under Section 2(a) of this policy or the Contents Section of any other insurance policy.

5. Loss of RENT

If the BUILDINGS are made uninhabitable by DAMAGE from any cause insured by this Section, WE will pay for loss of RENT, until the BUILDING is repaired or reinstated. The most WE will pay is 15% of the sum insured on BUILDINGS and for a maximum period of 12 months unless otherwise stated on the Policy Schedule. The work of repair or reinstatement must be done without delay.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 1 - Additional Covers cont.

6. Selling YOUR BUILDING

If YOU are selling YOUR BUILDINGS WE will, at YOUR request, insure the buyer up to the date the contract is completed unless he has arranged his own insurance. The buyer must keep to the terms and conditions of the policy.

7. Mortgagees Clause

If the BUILDINGS are mortgaged, the interest of the mortgagee in this insurance will not be prejudiced by any act or neglect of the mortgagor or occupier of the BUILDINGS insured by this policy which increases the risk of DAMAGE without the authority or knowledge of the mortgagee provided that the mortgagee on becoming aware of an increase in the risk of DAMAGE advises US immediately and pays an additional premium if required.

8. Underground cables, pipes or tanks

WE will pay for accidental DAMAGE to underground cables pipes or tanks servicing the BUILDINGS for which YOU are responsible but WE will not pay for any consequential DAMAGE.

9. Accidental breakage of fixed glass

WE will pay for costs and expenses of repair or replacement in the event of accidental breakage of fixed glass in windows, doors and shop fronts for which YOU are legally responsible in the trade PREMISES. WE will also pay for the cost of boarding up until broken glass is replaced. Unless otherwise agreed the most WE will pay is €25,000.

10. Property Owner's Liability

WE will indemnify YOU against all sums which YOU as owner of the PREMISES become legally liable to pay as compensation for an accident, occurring in or about the BUILDINGS during the period of insurance, which causes accidental death or accidental BODILY INJURY to a person or accidental DAMAGE to material property.

WE will not indemnify YOU for:

- any liability arising from an agreement which imposes a liability which YOU would not otherwise have been under.
- DAMAGE to property owned or held in trust by YOU or in YOUR custody or control
- BODILY INJURY, illness or disease to any EMPLOYEE
- the cost of remedying any defect or alleged defect in the PREMISES.
- for claims arising in connection with any work of building construction, reconstruction, structural alteration or demolition.

The most WE will pay for any claim or claims arising from any one event is as indicated on the Policy Schedule plus costs agreed by US in writing.

WE may discharge OUR liability to YOU in respect of any claim by paying YOU or on YOUR behalf the maximum amount payable in respect of any one accident or series of accidents occurring in connection with any one event.

If WE opt to discharge OUR liability in this way and have made previous payments in respect of the accident or series of accidents occurring in connection with any one event WE will pay the balance of the maximum amount to YOU or on YOUR behalf. WE will also pay legal costs incurred prior to the date of such payment.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 1 - Additional Covers cont.

11. Employers Liability - Property Repairs

We will pay for YOUR legal liability for BODILY INJURY sustained by any EMPLOYEE which arises out of YOUR ownership of the PREMISES and in the course of his employment by YOU in connection with the repair maintenance and decoration of the PREMISES but this cover excludes any liability arising directly or indirectly from, or in connection with, any structural alteration addition or demolition of any building or any operation in connection with such alteration addition or demolition.

WE will pay, subject to the limit of liability:

- all sums YOU become legally liable to pay for any claim for damages settled or defended with OUR consent and claimants' costs and expenses
- all costs and expenses YOU incur with OUR consent in defending any claim for damages
- solicitors' fees YOU incur with OUR consent for:
 - (a) representation at any Coroner's Inquest or Fatal Inquiry into any death
 - (b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission caused or relating to any one event

Provided that the BODILY INJURY is caused:

- during the period of insurance
- within the TERRITORIAL LIMITS

Limit of Liability

The most WE will pay in respect of any one claim against YOU or by YOU or series of claims against YOU or by YOU arising out of one cause is €13,000,000.

The amount shall be inclusive of:

- (i) all legal costs and other expenses incurred by any claimant or claimants
- (ii) all legal costs and other expenses incurred in defending any claim or claims.

Where WE agree to indemnify more than one party then nothing in this policy shall increase OUR liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

WE may discharge OUR liability to YOU in respect of any claim by paying to YOU or on YOUR behalf the maximum amount payable in respect of any one claim against YOU or by YOU or series of claims against YOU or by YOU arising out of one cause.

If WE opt to discharge OUR liability in this way and have made previous payments in respect of the claim against YOU or by YOU or series of claims against YOU or by YOU arising out of one cause WE will pay the balance of the maximum amount to YOU or on YOUR behalf.

12. Trace and Access (water and oil)

In addition to cover provided under Section 1 Buildings for both water and oil leakage, WE will also pay for costs incurred in locating the source of the DAMAGE to the BUILDINGS. The most WE will pay is €10,000 incurred in locating the source of the DAMAGE in any one period of insurance. WE will not pay the costs incurred in locating the source of the DAMAGE in respect of any BUILDING(S) which is empty or not in use.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 1 - Memoranda

1. Claims - Basis of Settlement

WE will pay the full cost of repair or reinstatement of the damaged part of the BUILDINGS provided that the work is done without delay or at OUR option, WE will arrange for the work to be carried out. However, WE will take off an amount for wear and tear and/or deterioration if

- the BUILDINGS are in a poor state of repair or decoration or
- the BUILDINGS sum insured at the time of the DAMAGE is less than the full cost of rebuilding

WE will not pay for repair or reinstatement to a condition better or more extensive than the condition of the BUILDINGS when new. For RENT receivable WE will pay for loss of RENT YOU should have received but were unable to collect while the insured Buildings were uninhabited as a result of insured DAMAGE. The sum insured must be adequate to cover the rental period selected and the most WE will pay is the sum insured shown. The work of reinstatement or repair must be done without delay.

2. AVERAGE

The sum insured under each item shown on the Policy Schedule under BUILDINGS is separately subject to AVERAGE.

3. Limits

The most WE will pay for DAMAGE to each item shown on the Policy Schedule under BUILDINGS, including additional costs, is the sum insured for that item.

4. Non-Invalidation

Notwithstanding anything to the contrary contained in this Policy the insurance by this Section shall not be invalidated by any act or omission or by any alterations in respect of any portion of the PREMISES hereby insured not occupied by YOU whether constituting an increase in risk or not which is unknown to YOU provided that immediately YOU become aware thereof YOU give notice to US and pay any additional premium if required.

5. Subrogation Waiver

In the event of a claim arising under this Section WE agree to waive any rights remedies or relief to which WE might become entitled by subrogation rights against the tenants that occupy the BUILDINGS covered by this Section by lease agreement.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 2(a) CONTENTS

(operative only if indicated on the Policy Schedule)

The POLICY EXCESS applies to this Section.

Section Definitions

CONTENTS

Office contents including:

- office furnishings
- office stationary and supplies, brochures and print matter,
- FIXTURES AND FITTINGS belonging to YOU or for which YOU are legally liable,
- computer and telephone equipment,
- tenant's improvements and decorations,
- works of art (unless otherwise agreed the most WE will pay in respect of works of art is €10,000 in total),
- wines and spirits for entertainment purposes (the most WE will pay is €1,000)
- business books for their value as stationery plus the cost of clerical labour to reproduce them
- deeds, plans, designs, documents, manuscripts, business books and records but only for their value as materials together with the cost of clerical labour expended in reproducing them and not for the value to YOU of the information contained therein.

The following property is not included as CONTENTS

- glass in the office / shop front other than as defined within FIXTURES AND FITTINGS
- landlord's fixtures and fittings
- motor vehicles, watercraft, aircraft
- livestock
- deeds bonds bills of exchange promissory notes securities medals coins or stamps forming part of a collection
- computer systems records
- cash stamps banknotes bus tickets and lottery tickets except as provided for elsewhere in this section.
- property more specifically insured.
- TRADE SAMPLES

TRADE SAMPLES

The words TRADE SAMPLES shall mean goods for display and demonstration purposes.

WHAT IS INSURED

If during the Period of Insurance the CONTENTS insured described in the Policy Schedule under Section 2 (a) or any part thereof shall suffer DAMAGE (other than by an excluded cause) WE will indemnify YOU by payment in accordance with the Basis of Settlement or at OUR option reinstate replace or repair the CONTENTS or any part thereof provided that OUR liability shall in no case exceed in respect of each insured item the sum insured for that item in the Policy Schedule or in the whole the total sum insured.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 2(a) CONTENTS cont.

WHAT IS NOT INSURED

DAMAGE caused by stealing or attempted stealing not involving entry to or exit from the BUILDINGS by forcible and violent means.

DAMAGE caused by or including or as a result of

- acts of fraud practised on YOU but this shall not exclude dishonest acts of any EMPLOYEE discovered within 3 months of the occurrence and not exceeding €10,000 in total.
- disappearance, unexplained inventory shortage, misfiling or misplacing of information

DAMAGE caused by flood or escape of water to CONTENTS in any cellar or basement unless placed on racks at least twelve inches above floor level

DAMAGE to signs other than as defined within FIXTURES AND FITTINGS

DAMAGE to Property Insured away from the PREMISES

DAMAGE by wind rain hail sleet snow, flood or dust to moveable property in the open or fences or gates

DAMAGE caused by pollution or contamination but this shall not exclude DAMAGE to the property Insured caused by

- (a) pollution or contamination which itself results from any cause which is not otherwise excluded
- (b) any cause which is not otherwise excluded which itself results from pollution or contamination

DAMAGE to jewellery precious stones precious metals bullion furs or rare books

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 2(a) - Additional Covers

(a) Debris Removal Costs

WE will pay for costs and expenses incurred for removing debris of the CONTENTS following DAMAGE insured under this section

WE will not pay for:

- costs or expenses incurred in removing debris other than from the PREMISES and the area immediately adjacent
- costs or expenses arising from pollution or contamination of property not insured by this Policy.

(b) Property temporarily removed

WE will pay for DAMAGE to CONTENTS whilst temporarily removed to another premises caused by any of the events listed below.

Events covered: Fire, lightning, explosion, earthquake, stealing involving forcible entry to or exit from a building, riot, vandalism, wind, rain, hail, sleet, snow, flood, escape of water from a fixed water apparatus, impact by aircraft or road vehicles

The most we will pay is 15% of the CONTENTS sum insured or €10,000, whichever is less. This cover is subject to the relevant exclusions of this section and only applies provided that the CONTENTS remain within the TERRITORIAL LIMITS

WE will not pay for DAMAGE caused

- to materials held in trust or goods held in trust
- by wind rain hail sleet snow, flood or dust to goods in the open
- by SUBSIDENCE
- to goods in transit

(c) Replacement of Locks

WE will pay for the necessary replacement of locks to a maximum value of €1,000 following the loss of keys to the BUILDINGS or to any safe or strongroom in the BUILDINGS by stealing from:

- the BUILDINGS
- the home of any EMPLOYEE or Director.

Provided that if the keys are to a safe or strongroom, they are not left in the BUILDINGS overnight.

(d) Fire Brigade Charges

This insurance extends to include charges levied by a fire authority under the provisions of the Fire Services Act 1981 or any subsequent amending legislation in controlling or extinguishing fire affecting (or threatening to affect) the PREMISES Insured in circumstances which have given rise to or would have given rise to DAMAGE. The maximum WE will pay under this extension shall be the limit as stated in the Schedule in any one Period of Insurance.

(e) Automatic Reinstatement of the Sum Insured

WE will automatically reinstate the sum insured upon notification of a claim to US unless WE give written notice to the contrary.

Provided that:

- YOU pay the appropriate additional premium
- YOU take immediate steps to carry out any amendments in the protections of the PREMISES that WE may require.

The most WE will reinstate in any one Period of Insurance is the sum insured.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 2(a) - Additional Covers cont.

- (f) Inflation Protection
To protect YOU from the effects of inflation WE will automatically increase the sum insured by a minimum of 5% each year. This adjustment will continue after any insured DAMAGE if the repairs or reinstatement are done without delay.
WE will not charge any extra premium during the period of insurance. At the end of the period WE will work out the renewal premium on the revised sums insured.
- (g) Accidental breakage of glass
1. WE will pay for costs and expenses of repair or replacement in the event of accidental breakage of
 - fixed glass in windows, doors, showcases, display units, counters and shelves,
 - fixed wash-hand basins, fixed sanitary fittings, baths and cisternsfor which YOU are legally responsible in the PREMISES.
 2. WE will also pay for the cost of boarding up until broken glass is replaced and for DAMAGE to contents of display units and damage to window and door frames but only if the DAMAGE is as a result of a valid claim under 1 above. The most WE will pay is €1,000.
- (h) Dishonest Acts of any EMPLOYEE
WE will pay for DAMAGE to CONTENTS caused by or due to dishonest acts of any EMPLOYEE, discovered within 3 months of the occurrence. The most WE will pay is €10,000.

SECTION 2(a) CONTENTS - Memoranda

1. Claims - Basis of Settlement
In the event of DAMAGE by an insured cause to FIXTURES AND FITTINGS WE will pay the full cost of repair or reinstatement of the FIXTURES to a condition equal to but not better than its condition when new, provided that the cost is incurred. If the FIXTURES AND FITTINGS have not been maintained in good repair WE will make a deduction for wear and tear and/or deterioration.
Under any other item in this Section 2(a) WE will indemnify YOU by payment, repair or at OUR option, reinstatement.
2. AVERAGE
The sums insured under each item shown on the Policy Schedule under this section is separately subject to AVERAGE.
3. Limits
The most WE will pay under each item in this Section 2(a) is the sum insured applicable to that item as shown on the Policy Schedule.
4. Non-Invalidation
Notwithstanding anything to the contrary contained in this Policy the insurance by this Section shall not be invalidated by any act or omission or by any alterations in respect of any portion of the PREMISES hereby insured not occupied by YOU whether constituting an increase in risk or not which is unknown to YOU provided that immediately YOU become aware thereof YOU give notice to US and pay any additional premium if required.
5. Subrogation Waiver
In the event of a claim arising under this Section WE agree to waive any rights remedies or relief to which WE might become entitled by subrogation rights against the tenants that occupy the BUILDINGS covered by this Section by lease agreement.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 2(b) - BUSINESS INTERRUPTION

(operative only if indicated on the Policy Schedule)

The POLICY EXCESS applies to this Section.

Section Definitions

INCOME

The money paid or payable to YOU in the course of YOUR BUSINESS at the PREMISES for services provided.

INDEMNITY PERIOD

The period beginning with the occurrence of the DAMAGE, and ending not later than 12, 24 or 36 months thereafter (as indicated in the Policy Schedule), during which the results of the BUSINESS shall be affected in consequence of the DAMAGE.

NOTIFIABLE DISEASE

Illness sustained by any person resulting from:

- food or drink poisoning
- any human infectious or human contagious disease [excluding Acquired Immune Deficiency Syndrome (AIDS)], an outbreak of which the competent local authority has stipulated must be notified to them.

The definition of DAMAGE is extended to include for this Section 2(b) only :

1. (a) an outbreak of any NOTIFIABLE DISEASE occurring at the PREMISES or which is attributable to food or drink supplied from the PREMISES.
- (b) the discovery of vermin or pests at the PREMISES which causes a competent local authority to restrict the use of the PREMISES
- (c) closure of the PREMISES by the appropriate local authority because of defects in the drains or other sanitary arrangements.
- (d) murder or suicide occurring at the PREMISES.

Provided that the beginning of the INDEMNITY PERIOD will be:

- in the case of (a) and (d), when the incident happens or is discovered
 - in the case of (b) and (c), the date when the restrictions on the PREMISES are applied for the period specified in the INDEMNITY PERIOD.
2. The accidental failure of the public supply of electricity, gas, telecommunications or water at the terminal point of the supply authorities feed to the PREMISES. WE will not pay for any loss arising from the deliberate act of the supply authority.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 2(b) BUSINESS INTERRUPTION cont.

WHAT IS INSURED

WE will pay for loss of INCOME occurring during the INDEMNITY PERIOD, resulting from DAMAGE by an insured cause under Section 2(a) to any of the following:

- the CONTENTS or glass insured under this section
- the BUILDINGS of the PREMISES shown in the Schedule.
- property in the vicinity of the PREMISES which prevents or hinders the use of the PREMISES or access to it.

Provided that:

- at the time of the DAMAGE this policy shall be in force covering YOUR interest in the property at the PREMISES against DAMAGE and
- a valid claim has been admitted under Section 2(a) of this Policy

WE will pay:

- the difference between the INCOME YOU would have received during the INDEMNITY PERIOD if there had been no DAMAGE and the INCOME YOU actually received during that period
- extra expenses that YOU necessarily and reasonably incur in order to minimise the interruption to, or interference with, the BUSINESS during the INDEMNITY PERIOD, provided that the expenses incurred are not more than the reduction in INCOME which would otherwise have been incurred
- Professional accountants' charges reasonably incurred for producing details that WE require for any claim for loss of INCOME.

WE will take into account in calculating the payment:

- any savings during the INDEMNITY PERIOD from BUSINESS expenses payable out of INCOME which stop or are reduced as a result of the DAMAGE
- any INCOME YOU earn from conducting the BUSINESS elsewhere during the INDEMNITY PERIOD.

WHAT IS NOT INSURED

ALL EXCLUSIONS APPLICABLE TO SECTION 2(a) APPLY TO SECTION 2(b).

SECTION 2(b) - BUSINESS INTERRUPTION - Memoranda

1. Special Condition applying to Section 2(b)
WE will not pay if the BUSINESS is permanently discontinued, wound up or carried on by a liquidator or receiver, unless WE have agreed to do so in writing.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 3 - MONEY

(operative only if indicated on the Policy Schedule)

The POLICY EXCESS applies to this Section.

Section Definitions

CUSTODY

shall mean in constant attendance with direct responsibility for looking after MONEY.

CUSTODIAN

means an able-bodied person who has been given responsibility to look after MONEY

BUSINESS HOURS

Any time when YOU or any of YOUR EMPLOYEES or Directors with responsibility for MONEY are in the BUSINESS portion of YOUR PREMISES for the purpose of YOUR BUSINESS.

MONEY

Cash, bank and currency notes, postal orders, cheques, bankers' drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, luncheon vouchers, trading stamps, credit card sales vouchers, telephone call cards, bus tickets, lottery tickets, consumer redemption vouchers and gift tokens accepted by YOU and VAT purchase invoices, all pertaining to the BUSINESS and belonging to YOU or for the purpose of YOUR BUSINESS.

NON-NEGOTIABLE FINANCIAL INSTRUMENTS

Crossed cheques, postal orders, crossed banker's drafts, credit card sales vouchers, unused units on postage stamp franking machines and VAT purchase invoices

WHAT IS INSURED

Physical DAMAGE to:

- MONEY
- NON-NEGOTIABLE FINANCIAL INSTRUMENTS
- Safes or strongrooms which normally contain MONEY or NON-NEGOTIABLE FINANCIAL INSTRUMENTS caused by stealing or attempted stealing

Provided that:

- (a) whenever the BUILDINGS are unattended any safe containing MONEY or NON-NEGOTIABLE FINANCIAL INSTRUMENTS is securely locked and all keys to that safe are removed from the PREMISES
- (b) YOU keep a complete record of MONEY or NON-NEGOTIABLE FINANCIAL INSTRUMENTS in transit and on YOUR PREMISES and deposit that record in a secure place other than a safe or strongroom containing MONEY or NON-NEGOTIABLE FINANCIAL INSTRUMENTS.

The most WE will pay is as indicated on the Policy Schedule

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 3 - MONEY cont.

WHAT IS NOT INSURED

DAMAGE in or from any unattended motor vehicle.

DAMAGE caused by or due to:

- Dishonest acts of any EMPLOYEE other than as provided for under the Additional Covers of this Section
- Clerical or accounting errors

DAMAGE to MONEY or NON-NEGOTIABLE FINANCIAL INSTRUMENTS not belonging to YOU

Custodian Clause

It is a condition that MONEY in transit by YOU or YOUR EMPLOYEES shall at all times be in custody as shown on YOUR Policy Schedule. YOU are only covered up to the amounts shown on the Policy Schedule even if you provide extra people to look after MONEY in transit.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 3 - MONEY - Additional Covers

1. Personal Accident Assault Cover

WE will pay the sum or sums set out in the Policy Schedule if YOU or any EMPLOYEE sustains BODILY INJURY by violent, external and visible means as a result of malicious assault by anyone stealing or attempting to steal MONEY or CONTENTS.

Capital Benefits shown on the Policy Schedule are payable for the following:

- (a) Death
- (b) Total loss of one or more limbs
- (c) Permanent total loss of sight of one or both eyes
- (d) Permanent total inability to attend any occupation or BUSINESS

Weekly Benefits shown on the Policy Schedule are payable for the following:

- (e) Temporary total inability to attend the usual occupation or BUSINESS

If any clothing or personal belongings of YOU or an EMPLOYEE are DAMAGED as a result of malicious assault by anyone attempting to steal MONEY or CONTENTS, WE will pay for that loss but WE will not pay more than €500 for any one person.

The most WE will pay is as indicated in the Policy Schedule

Provided that:

- YOU or any EMPLOYEE is engaged on YOUR BUSINESS at the time of the assault
- the MONEY or CONTENTS are insured under the policy
- under temporary total inability to attend to the usual occupation or BUSINESS benefit WE will not pay the benefit for more than 104 weeks
- WE will only pay a benefit if death or disablement occurs within twelve months of the date of assault
- if WE are satisfied that disability under benefit E is permanent, benefit D shall become payable. In this case no further amounts will be payable under benefit E. Except for this, WE will not pay more than one benefit for the same accident
- WE will not pay for more than one benefit for the same period of time
- no benefit shall be paid until its entire amount has been agreed.

2. Dishonest Acts of any EMPLOYEE

WE will pay for DAMAGE to Money caused by or due to dishonest acts of any EMPLOYEE, discovered within 3 months of the occurrence. The most WE will pay is €10,000

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 4 - EMPLOYER'S LIABILITY

(operative only if indicated on the Policy Schedule)

The POLICY EXCESS applies to this Section.

WHAT IS INSURED

YOUR legal liability for BODILY INJURY sustained by any EMPLOYEE which arises out of and in the course of his employment by YOU in connection with YOUR BUSINESS.

WE will pay, subject to the limit of indemnity:

- all sums YOU become legally liable to pay for any claim for damages settled or defended with OUR consent and claimants costs and expenses
- all costs and expenses YOU incur with OUR consent in defending any claim for damages
- solicitors' fees YOU incur with OUR consent for:
 - (a) representation at any Coroner's Inquest or Fatal Inquiry into any death
 - (b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission caused or relating to any one event

Provided that the BODILY INJURY is caused:

- during the Period of Insurance
- within the TERRITORIAL LIMITS

Limit of Indemnity

The most WE will pay in respect of any one claim against YOU or by YOU or series of claims against YOU or by YOU arising out of one cause is as indicated on the Policy Schedule.

The amount shall be inclusive of:

- (i) all legal costs and other expenses incurred by any claimant or claimants
- (ii) all legal costs and other expenses incurred in defending any claim or claims.

Where WE agree to indemnify more than one party then nothing in this Policy shall increase OUR liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

WE may discharge OUR liability to YOU in respect of any claim by paying to YOU or on YOUR behalf the maximum amount payable in respect of any one claim against YOU or by YOU or series of claims against YOU or by YOU arising out of one cause.

If WE opt to discharge OUR liability in this way and have made previous payments in respect of the claim against YOU or by YOU or series of claims against YOU or by YOU arising out of one cause WE will pay the balance of the maximum amount to YOU or on YOUR behalf.

WHAT IS NOT INSURED

Any liability:

- arising out of manual work undertaken away from the PREMISES other than collection or delivery by YOU or any of YOUR EMPLOYEES.
- Which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.
- arising out of OFFSHORE WORK

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 4 - Extensions to the Employer's Liability Cover

WHAT IS INSURED

(i) Indemnity to other people

If the following people have a claim made against them for which YOU would be insured by the Employer's Liability Cover WE will pay any amounts for which they are legally liable:

- any Director or EMPLOYEE
- any Officer, member or EMPLOYEE of YOUR social, sports or welfare organisations or first aid, fire or ambulance services.

Provided that:

- YOU request US to do so
- such people keep to the terms, conditions and limitations of the Policy.

(ii) Non-manual work abroad

This insurance applies anywhere in the world where YOUR EMPLOYEES are on temporary visits on YOUR BUSINESS for the purpose of non-manual work, provided that they are normally resident in the Republic of Ireland.

(iii) Private Work

YOUR legal liability for BODILY INJURY sustained by any EMPLOYEE which arises out of private work carried out by an EMPLOYEE for YOU or for any of YOUR directors partners or executives provided such work is undertaken with YOUR prior consent and is not undertaken in connection with any trade or business

All the extensions to the Employer's Liability Cover are subject to the following:

- WE shall not be liable under these extensions unless WE have the sole conduct and control of all claims
- These extensions shall not apply to any liability which is insured under another Policy
- These extensions are subject to the terms, limitations and conditions of the Policy.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 5 - PUBLIC LIABILITY

(operative only if indicated on the Policy Schedule)

The POLICY EXCESS applies to this Section.

Section Definitions

PRODUCTS

The word PRODUCTS shall mean anything tangible (including containers packaging or labels) manufactured sold supplied hired out repaired serviced altered upgraded installed erected processed tested treated stored or transported by or on behalf of YOU in connection with the BUSINESS after they have ceased to be in the custody or control of the Insured.

WHAT IS INSURED

YOUR legal liability for:

- accidental death or accidental BODILY INJURY to any person
- accidental DAMAGE to material property
- accidental obstruction accidental trespass accidental interference with pedestrian road rail air or waterborne traffic
- defects in any PRODUCT. However the Limit of Indemnity shown on the Policy Schedule will be the maximum amount payable in respect of all claims occurring in any one Period of Insurance.

occurring during the period of insurance within the TERRITORIAL LIMITS in connection with the BUSINESS at the PREMISES

WE may discharge OUR liability to YOU in respect of any claim by paying to YOU or on YOUR behalf the maximum amount payable in respect of any one accident or series of accidents occurring in connection with any one event. If WE opt to discharge OUR liability in this way and have made previous payments in respect of the accident or series of accidents occurring in connection with any one event WE will pay the balance of the maximum amount to YOU or on YOUR behalf. WE will also pay legal costs incurred prior to the date of such payment.

WHAT IS NOT INSURED

Any Liability:

- (a) for accidental death or accidental BODILY INJURY, illness or disease sustained by any EMPLOYEE or Director in the course of his employment by YOU in connection with YOUR BUSINESS
- (b) arising from professional advice given by YOU for a fee or in circumstances where a fee would normally be charged
- (c) arising out of treatment given
- (d) arising from the dispensing of medicines or drugs
- (e) which arises from ownership of the PREMISES
- (f) for the cost of repairing, replacing, reinstating, rectifying, recalling or guaranteeing the performance of any PRODUCTS
- (g) arising out of PRODUCTS comprising or incorporated in or on any aircraft spacecraft or military or naval missile

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 5 - PUBLIC LIABILITY cont.

- (h) arising out of PRODUCTS comprising or incorporated in ground support or control equipment used for the purpose of guidance navigation or direction of any aircraft spacecraft or military or naval missile
- (i) for DAMAGE to property which belongs to YOU or is held in trust by YOU or borrowed, rented, leased or hired for use by YOU but this shall not apply to personal property (including vehicles and contents) of YOUR visitors, Directors or EMPLOYEES
- (j) for DAMAGE to that part of any property upon which YOU or YOUR servant or agent has been working, where the DAMAGE is a direct result of such work
- (k) for liquidated damages or fines or penalties
- (l) arising from the ownership, possession or use by YOU or on YOUR behalf of trailers whether attached or not attached to a vehicle
- (m) arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by YOU or on YOUR behalf:
 - (i) which is licensed for road use or
 - (ii) for which compulsory insurance is required under the Road Traffic Act 1961 or any subsequent amending legislation or
 - (iii) which is more specifically insured.This exclusion shall not apply to the loading and unloading of mechanically propelled vehicles or mobile plant, unless more specifically insured
- (n) arising from any contract or agreement, which imposes a liability that YOU would not otherwise have been under
- (o) for claims brought against YOU in courts outside the Republic of Ireland
- (p) arising out of manual work undertaken away from the PREMISES other than collection or delivery by YOU or any of YOUR EMPLOYEES
- (q) arising from the ownership, possession or use by YOU or on YOUR behalf of:
 - (i) craft designed to travel through air or space
 - (ii) hovercraft or watercraft
- (r) for financial loss

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 5 - Extensions to the Public Liability Cover

WHAT IS INSURED

(i) Cross liabilities

Where this Policy is in the joint names of more than one party WE will deal with any claim as though a separate policy had been issued to each of them provided the total payable shall not exceed the limit of indemnity as indicated on the Policy Schedule or elsewhere within the Policy document regardless of the number of parties claiming to be indemnified

(ii) Indemnity to other people

If the following people have a claim made against them for which YOU would be insured by this public liability cover, WE will pay for any amounts for which they are legally liable:

- any Director or EMPLOYEE
- any officer, member or EMPLOYEE of YOUR social, sports or welfare organisations or first aid, fire or ambulance services.

Provided that:

- YOU request US to do so
- such people keep to all the terms, conditions and limitations of this policy.

(iii) Private Work

YOUR legal liability for BODILY INJURY which arises out of private work carried out by an EMPLOYEE for YOU or for any of YOUR directors partners or executives provided such work is undertaken with YOUR prior consent and is not undertaken in connection with any trade or business

(iv) Non-manual work abroad

This insurance applies anywhere in the world where YOUR Directors, EMPLOYEES or partners are on temporary visits on YOUR BUSINESS for the purpose of non-manual work, provided that they are normally resident in the Republic of Ireland.

(v) Tenant's Liability

(this does not apply if YOU are the owner of the BUILDINGS)

YOUR legal liability as tenant for:

- DAMAGE by an insured cause under Section 2(a) to the BUILDINGS or to landlord's fixtures and fittings
- The cost of repairing accidental DAMAGE to underground pipes, drains and cables on the PREMISES.

The most WE will pay is 10% of the sum insured stated on the Schedule for CONTENTS under Section 2(a)

(vi) Personal Liability during visits abroad

The personal liability of:

- YOU
- Any EMPLOYEE or Director
- The family of any EMPLOYEE or Director while accompanying such EMPLOYEE or Director during temporary visits anywhere in the world in connection with YOUR BUSINESS.

Provided that any person listed above shall keep to the terms, limitations and conditions of this policy as they apply to the public liability cover.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 5 - Extensions to the Public Liability Cover cont.

WHAT IS NOT INSURED

Any liability:

- arising from any contract or agreement, which imposes a liability that YOU would not otherwise have been under
- arising from the ownership or occupation of any land or BUILDINGS
- arising from the ownership, possession or use of:
 - (i) firearms other than sporting guns
 - (ii) mechanically propelled vehicles or trailers
 - (iii) craft designed to travel through air or space
 - (iv) hovercraft or watercraft
 - (v) animals of dangerous species
- arising from DAMAGE to property owned or held in trust by:
 - (i) YOU
 - (ii) any EMPLOYEE or Director
 - (iii) the family of any EMPLOYEE or Director whilst accompanying such people during temporary visits anywhere in the world in connection with YOUR BUSINESS
- for accidental death or accidental BODILY INJURY, illness or disease sustained by:
 - (i) YOU
 - (ii) Any EMPLOYEE or Director
 - (iii) The family of any EMPLOYEE or Director whilst accompanying such people during temporary visits anywhere in the world in connection with YOUR BUSINESS

All the extensions to SECTION 5 Public Liability are subject to the following:

- WE shall not be liable unless WE have the sole conduct and control of all claims
- these extensions shall not apply to any liability which is insured under any other policy
- these extensions are subject to the terms, limitations and conditions of the Policy.

Special condition applying to Section 5 - Public Liability

Liability arising from Pollution or Contamination is not insured unless 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 shall be deemed to have occurred at the time such incident takes place.

For the purpose of this condition "Pollution or Contamination" shall mean:

- (i) all pollution or contamination of BUILDINGS or other structures or of water or land or the atmosphere; and
- (ii) all DAMAGE or BODILY INJURY directly or indirectly caused by such Pollution or Contamination.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 5 - Public Liability - Maximum Amounts Payable

Except as stated below, the most WE will pay for all claims made for any one accident or series of accidents occurring in connection with any one event is the Limit of Indemnity stated on the Policy Schedule.

For liability arising from Pollution or Contamination the Limit of Indemnity shown on the Policy Schedule will be the maximum amount payable in respect of all claims deemed to have occurred in any one Period of Insurance.

WE will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with OUR consent.

For liability arising from defects in any PRODUCT the Limit of Indemnity shown on the Policy Schedule will be the maximum amount payable in respect of all claims occurring in any one Period of Insurance.

INNER LIMITS MAY ALSO APPLY IF ADDITIONAL COVERS HAVE BEEN ADDED BY ENDORSEMENT - REFER TO ENDORSEMENT WORDING FOR DETAILS.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 6 - BOOK DEBTS

(operative only if indicated on the Policy Schedule)

The POLICY EXCESS applies to this Section.

Section Definitions

OUTSTANDING DEBIT BALANCES

The amounts debited or invoiced to customers as set out in YOUR accounts but not paid at the time of the DAMAGE adjusted for bad debts and any abnormal trading conditions which had or could have had a material effect on YOUR BUSINESS

PROFESSIONAL ACCOUNTANTS CHARGES

The reasonable charges paid by YOU to YOUR professional Accountant for producing details that WE require for any claim.

WHAT IS INSURED

If YOUR books of account or other BUSINESS records suffer DAMAGE

(a) at the PREMISES

(b) whilst temporarily removed from the PREMISES and within the TERRITORIAL LIMITS

and as a direct result of the DAMAGE YOU are unable to trace or establish the

OUTSTANDING DEBIT BALANCES due to YOU WE will pay:

- the difference between OUTSTANDING DEBIT BALANCES and the total of the amounts received or traced
- additional expenses incurred by YOU with our consent in tracing and establishing OUTSTANDING DEBIT BALANCES
- PROFESSIONAL ACCOUNTANTS CHARGES

WHAT IS NOT INSURED

DAMAGE caused by:

- Information stored on COMPUTER EQUIPMENT being DAMAGED or deleted by a magnetic field
- YOU deliberately providing false BUSINESS records
- YOU misfiling or mislaying records
- YOU deliberately restricting or withholding the electrical supply
- YOU or YOUR EMPLOYEES acting dishonestly

DAMAGE due to faults in BUSINESS records

The most WE will pay is as indicated on the Policy Schedule.

SECTION 6 -BOOK DEBTS - Memoranda

Special Condition applying to Section 6

- At the end of each month YOU must copy the complete record of OUTSTANDING DEBIT BALANCES and keep this record in either a fire proof safe within the premises or at a safe place away from the PREMISES.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 7 - COMPUTER BREAKDOWN

(operative only if indicated on the policy Schedule)
The POLICY EXCESS applies to this Section

Section Definitions

BREAKDOWN

DAMAGE to any COMPUTER EQUIPMENT at the PREMISES resulting from any part breaking, distorting or burning out while in use caused by faults in the item of property

COMPUTER EQUIPMENT

All parts of electronic data processing installations including tapes, cards, disks or other data-carrying media

WHAT IS INSURED

- 1(a) DAMAGE to COMPUTER EQUIPMENT shown in the Schedule resulting from BREAKDOWN. The DAMAGE must stop COMPUTER EQUIPMENT working and result in it needing repair or replacement.
- 1(b) DAMAGE to COMPUTER EQUIPMENT due to accidental failure or fluctuation of the public supply of electricity not occasioned by the deliberate act of any supply authority
- 2 Increased cost of working and additional expenditure necessarily and reasonably incurred by YOU in consequence of interruption or interference resulting from BREAKDOWN of COMPUTER EQUIPMENT. OUR liability shall not exceed in the whole the total sum insured in respect of Business Interruption as shown on the Policy Schedule and subject to the INDEMNITY PERIOD as indicated on the Policy Schedule in respect of Section 2(b) Business Interruption.

WHAT IS NOT INSURED

BREAKDOWN of COMPUTER EQUIPMENT including fixed media due to its own breaking or derangement unless such item is at the time of the BREAKDOWN the subject of a maintenance rental hire or lease arrangement which must provide a minimum service of on-call remedial and/or corrective maintenance at inclusive cost but this exclusion shall not apply in respect of increased cost of working cover.

Consequential loss or increased cost of working or DAMAGE of any kind or description other than that provided for specifically under this Section and such cover provided under this Section shall not include any consequential loss which is also insured under Section 2(b) Business Interruption of this Policy

Increase in cost of working incurred during the first two working days following breakdown or derangement of any item of COMPUTER EQUIPMENT or telecommunications equipment

In respect of increase in cost of working the costs of reinstatement of data and reinstatement of programs onto fixed media or unfixed media other than as provided for under "additional covers" below.

Increase in cost of working due to failure, inadequacy or malfunction of any satellite, including atmospheric, solar or lunar conditions causing interference with transmission or function of any satellite.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 7 - COMPUTER BREAKDOWN cont.

BREAKDOWN DAMAGE or increased cost of working caused by stealing or attempted stealing not involving entry to or exit from the BUILDINGS by forcible and violent means.

BREAKDOWN DAMAGE or increased cost of working caused by or consisting of dishonesty fraudulent action trick device of other false pretense by any of YOUR EMPLOYEES, Directors whether acting alone or in collusion with others

BREAKDOWN DAMAGE or increased cost of working caused by or consisting of disappearance unexplained or inventory shortage misfiling or misplacing of information

BREAKDOWN DAMAGE or increased cost of working to property more specifically insured on YOUR behalf

BREAKDOWN DAMAGE or increased cost of working caused by or resulting from a hacking event or computer virus or resulting from an attack which allows unauthorized access or use of a computer or telecommunications system

BREAKDOWN DAMAGE recoverable under any guarantee or maintenance agreement.

BREAKDOWN DAMAGE or increased cost of working caused by pollution or contamination but this shall not exclude DAMAGE to the Property Insured caused by

(a) pollution or contamination which itself results from any cause which is not otherwise excluded

(b) any cause which is not otherwise excluded which itself results from pollution or contamination

The most WE will pay is as indicated on the Policy Schedule.

SECTION 7 - COMPUTER BREAKDOWN - Additional Covers

Reinstatement of data and reinstatement of programs

In the event of accidental loss distortion corruption or erasure of programs or data recorded on media which is insured by this Policy WE will pay the costs necessarily and reasonably incurred by YOU in the reinstatement of data but excluding the value to YOU of the data. WE will not pay any costs incurred by YOU unless such accidental loss distortion corruption or erasure of programs and / or data itself results from other DAMAGE to Property Insured and is not otherwise excluded. The most WE will pay in respect of reinstatement of data or reinstatement of programs is as indicated on the Policy Schedule.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 7 - COMPUTER BREAKDOWN - Memoranda

1. Claims - Basis of settlement

The basis upon which the amount payable in respect of COMPUTER EQUIPMENT insured by this Section is to be calculated will be reinstatement of the property damaged.

WE may at OUR option elect to reinstate or replace DAMAGED COMPUTER EQUIPMENT or any part of it which is DAMAGED.

OUR liability for repair or restoration of COMPUTER EQUIPMENT DAMAGED shall not exceed the amount which would have been payable had such COMPUTER EQUIPMENT been entirely destroyed.

The sums insured under each item shown on the Policy Schedule under this section is separately subject to AVERAGE.

2. Special Condition applying to Section 7

WE will not pay if YOU do not:

- maintain the COMPUTER EQUIPMENT in good order and efficient operating condition
- observe the manufacturers and/or suppliers instructions for use operation storage and inspection of COMPUTER EQUIPMENT
- back-up information (other than software programs) at least once every twenty four hours and verify the back-up as being complete and correct and separately maintain a verified complete and correct back-up in a location away from the PREMISES also to be updated at least once every twenty four hours
- maintain one complete correct and up to date back-up set of software programs in a separate location away from the PREMISES
- obtain and keep in force and effect a proper and valid licence in respect of any software program in YOUR possession

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

SECTION 8 - ALL RISKS

(operative only if indicated on the Policy Schedule)

The POLICY EXCESS applies to this Section.

WHAT IS INSURED

DAMAGE to the property shown in the Schedule from any cause occurring within the TERRITORIAL LIMITS.

WHAT IS NOT INSURED

Mechanical or electrical breakdown or consequential loss of data

The cost of reinstating data or programmes

Loss from an unattended vehicle unless:

- (a) the vehicle has all doors and windows and other means of access securely fastened and locked
- (b) the property is completely concealed within a closed compartment or locked boot

DAMAGE caused by:

- Cracking or scratching of records glass or other brittle objects.
- Any consequential loss or liability of any nature
- Wear and tear or gradual deterioration, moth or vermin or climatic conditions
- Any process of cleaning alteration maintenance or repair
- The use of bent foreign or false coins

Settlement of Claims

WE will pay the full cost of repair or reinstatement of the Property Insured to a condition equal to but not better than its condition when new provided that the cost is incurred.

AVERAGE

The sum insured under this section is subject to AVERAGE

Inflation Protection

To protect YOU from the effects of inflation WE will automatically increase the sum insured by a minimum of 5% each year. WE will not charge extra premium during the Period of Insurance, but at the end of the period WE will work out the renewal premium on the revised sum insured.

Your attention is drawn to the General Conditions, Claims Conditions and the General Exclusions on pages 34 to 40 of this Policy.

GENERAL CONDITIONS

In the following conditions the word YOU also includes any other person insured under the policy.

1. The Policy, Schedule, Statement of Fact Proposal Form and any endorsements shall be read as if they are one document.
2. YOU will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye-laws or regulations and take reasonable care in the selection and supervision of EMPLOYEES.
3. YOU shall give notice to US as soon as is reasonably practicable of any fact or event affecting the risks insured by this Policy which is or might be material to US. YOU will not be insured under the policy until WE have agreed in writing to accept the increased risk.
4. If YOU or anyone acting for YOU makes a claim under this policy knowing the claim to be false, WE will not pay the claim and all cover under the Policy ceases.
5. This insurance or any cover included herein may be cancelled at any time by US by giving 7 days notice by Registered Letter to YOU at YOUR last known address. YOU shall be entitled to the return of a proportionate part of the premium paid corresponding to the unexpired Period of Insurance
6. Any dispute or difference arising between YOU and US regarding this Policy shall be referred to a senior counsel to be mutually agreed upon by YOU and US. In the absence of such agreement an arbitrator shall be appointed by the parties in accordance with the statutory provisions that exist at the relevant time. YOU may not take any legal action against US over the dispute before the arbitrator has reached a decision.
7. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.
8. If YOU die WE will insure YOUR legal personal representatives for any liability YOU had previously incurred under the Policy provided that they keep to the terms of the Policy.
9. If at the time any claim arises under this Policy there exists any other insurance effected by YOU or on YOUR behalf covering the same property and/or same liability and/or same protection WE will not be liable to pay or contribute more than OUR rateable proportion of any such claim and costs and expenses in connection therewith.
10. Where YOU comprises more than one party WE will indemnify each named insured to whom this Policy applies in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount payable shall not exceed the specified amount detailed in the Schedules or elsewhere in the Policy as the Limit of Indemnity regardless of the number of parties claiming to be indemnified.
11. If the Policy is subject to a warranty, any breach of that warranty shall nullify any claim. Any breach which occurred before the Period of Insurance during which the claim occurred, and which has not continued into the Period of Insurance during which the claim occurred, will not nullify a claim occurring in that Period of Insurance.

GENERAL CONDITIONS - cont.

12. Where YOU have agreed under a separate credit agreement to pay the premium by installments, any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default
13. Where the wording of any endorsement attached to the Schedule or subsequently issued by US, conflicts with the printed wording of the Policy document the wording of the endorsement overrides the Policy document
14. This insurance shall be voidable
 - (a) if YOU have concealed or misrepresented or incorrectly described and/or failed to declare any fact or circumstance material to the insurance or its subject matter or
 - (b) if YOU or anyone acting on YOUR behalf has committed fraud attempted fraud or sworn falsely concerning this insurance or its subject matter whether before or after a loss
15. If YOU notify any claim knowing it to be false intentionally exaggerated or fraudulent as regard amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited.
16. WE shall be subrogated to all of YOUR rights of recovery against any person or organisation before or after any claims payment under this insurance and YOU shall provide all relevant information and assistance in this regard.
17. Any recovery made shall be applied first to OUR outlay and then YOUR EXCESS in priority to any outstanding uninsured loss of the Insured in the absence of agreement to the contrary
18. WE shall not exercise said rights against any EMPLOYEE of YOURS unless the claim in question has been brought about or contributed to by the dishonest fraudulent criminal or malicious act error or omission of the EMPLOYEE

CLAIMS CONDITIONS

1. Claims (Duties owed by YOU)

Special Definition

The words 'Letter of Claim' where used in this condition shall mean any written correspondence indicating an intention to claim against YOU that specifies sufficient information about the incident to enable it to be investigated and includes at least preliminary information as to the nature of the BODILY INJURY or DAMAGE sustained

- (a) In respect of all incidents (including all Employer's Liability related accidents and/or work related illnesses) if circumstances should exist and/or on the happening of any event which may give rise to a claim under this Policy YOU shall within 90 days give notice thereof to US in writing
- (b) Every letter of claim writ summons process impending prosecution notice of an inquest or fatal accident inquiry in connection with any such circumstance or event aforesaid shall be immediately forwarded to US unacknowledged
- (c) In the case of loss or DAMAGE involving stealing of or malicious DAMAGE to property YOU shall immediately notify An Garda Síochána and provide all reasonable assistance in
 - (i) identifying and prosecuting the person(s) involved
 - (ii) recovering such stolen property
- (d) YOU shall, if required by US, attend all proceedings and assist US in the giving of evidence and the attendance of witnesses and shall give US all information and assistance and do and concur in doing whatever WE may require in connection with any circumstance event or claim
- (e) Following receipt by YOU of a Letter of Claim YOU shall within 45 days provide US with copies of all documents records and minutes of meetings necessary to consider the claim fully
YOU shall also give US all such proofs and information with respect to any claim as WE may require together with (if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto
- (f) YOU shall bear YOUR own costs and expenses under this Condition unless specific cover is provided within any Section of the Policy
- (g) No admission offer promise payment or indemnity shall be made or given by or on behalf of YOU without OUR written consent

2. Claims (OUR rights)

WE may

- (i) investigate handle and control any claim notified to US at OUR absolute discretion and may settle compromise or make ex-gratia payments in respect thereof and generally conduct any proceedings process or actions related to such claim as WE deem appropriate and the costs incurred by US in this undertaking shall be subject to any EXCESS shown in the relevant Policy Section under which the claim is being brought by YOU irrespective of whether an indemnity is subsequently provided to YOU in respect of such claim

CLAIMS CONDITIONS cont

- (ii) at OUR discretion take over and control YOUR legal representation at any inquest inquiry or other proceedings in any Court concerning any matter that has given or may give rise to a claim hereunder and/or the defense and settlement of any claim. WE shall conduct such representation and defence and settlement of claims as WE see fit to do. In the event that WE make any payment YOU will on demand pay US the amount of the EXCESS applicable

- (iii) at any time pay to YOU the amount of the Limit of Indemnity (less any sum already paid and less the amount of any EXCESS) or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment for which WE are liable hereunder. WE shall not be responsible for any loss which YOU may claim to have sustained by reason of OUR having acted in such a way

GENERAL EXCLUSIONS

WE will not cover:

1. any liability, DAMAGE, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with
 - (a) the loss of, alteration of or DAMAGE to or
 - (b) a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or Trojan horse.
 2. DAMAGE cost or expense of whatsoever nature directly or indirectly caused by resulting 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) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or
 - (b) any Act of Terrorism

For the purpose of this exclusion an Act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organization or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public in fear

This exclusion also excludes 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 (a) and/or (b) above

If WE allege that by reason of this exclusion any DAMAGE cost or expense is not covered by this Policy the burden of proving the contrary shall be upon YOU

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect
 3. regardless of any contributory causes DAMAGE cost or expense directly or indirectly arising out of Biological or chemical contamination due to any Act of Terrorism
 - For the purpose of this exclusion an Act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organization or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear
 - For the purpose of this exclusion contamination means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances
 - If WE allege that by reason of this exclusion any DAMAGE cost or expense is not covered by this Policy the burden of proving the contrary shall be upon YOU
4. Any liability directly or indirectly resulting from, caused by, contributed to, attributed to or in any way related to
 - (a) the actual, alleged or threatened absorption, ingestion or inhalation of asbestos in any form by any person or
 - (b) the existence of asbestos in any form

GENERAL EXCLUSIONS - cont.

5. DAMAGE caused through confiscation, destruction or requisition by order of the Government or any Public Authority
6. DAMAGE resulting from stoppage at work.
7. DAMAGE caused by frost.
8. DAMAGE caused by a change in the water table level
9. DAMAGE arising from the erection, dismantling, repair or maintenance of aerials fittings or masts.
10. DAMAGE caused by felling or lopping trees.
11. DAMAGE caused by SUBSIDENCE caused by or consisting of
 - (a) the normal settlement or bedding down of new structures
 - (b) the settlement or movement of made-up ground
 - (c) coastal or river erosion
 - (d) defective design or workmanship or the use of defective materials
 - (e) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
 - (f) demolition construction structural alteration or repair of any property or
 - (g) groundwork or excavation
12. DAMAGE caused by SUBSIDENCE to yards car-parks pavements walls gates and fences unless simultaneously affecting the Office insured hereby
13. The first €1,000 of any DAMAGE caused by SUBSIDENCE or, if the POLICY EXCESS as stated on the Policy Schedule has been increased above €1,000, then that higher POLICY EXCESS shall also apply in respect of DAMAGE caused by SUBSIDENCE.
14. DAMAGE which originated prior to the inception of this cover
15. DAMAGE caused by or consisting of
 - (a) the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under YOUR control
 - (b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
 - (c) faulty or defective workmanship operational error or omission on YOUR part or on the part of any of YOUR EMPLOYEES
 - (d) growing vegetation

but this shall not exclude subsequent DAMAGE which itself results from a cause not otherwise excluded
16. DAMAGE caused by or consisting of
 - (a) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects humidity contamination or action of light
 - (b) change in temperature colour flavour texture or finish
 - (c) the freezing solidification or inadvertent escape of molten material
17. DAMAGE consisting of
 - (a) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - (b) breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

GENERAL EXCLUSIONS - cont.

but this shall not exclude

- (i) such DAMAGE which itself results from any other cause not otherwise excluded
- (ii) subsequent DAMAGE which itself results from a cause not otherwise excluded

18. DAMAGE or consequential loss caused by faulty or defective design materials or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration, wear and tear or frost. This shall not apply to subsequent DAMAGE resulting from another cause which happens afterwards and is not otherwise excluded.
19. DAMAGE to any property in Northern Ireland or loss resulting from such DAMAGE arising from:
 - (a) riot or civil, labour or political disturbances
 - (b) any unlawful, wanton or malicious act committed maliciously by a person or people acting on behalf of or in connection with any unlawful association or political organisation.

For the purpose of this exclusion "unlawful association" means any organisation which is engaged in terrorism and includes an organisation which is a proscribed organisation as defined in the Northern Ireland (Emergency Provisions) Act 1973 or subsequent amending legislation. For the purpose of this exclusion "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear. If WE refuse to deal with a claim as a result of this exception and YOU dispute OUR decision, YOU must prove that the exclusion should not apply.
20. Any expense, consequential loss, legal liability, or DAMAGE to any property directly or indirectly arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
21. DAMAGE to any electrical plant or appliance caused by its own:
 - (a) over-running
 - (b) short-circuiting
 - (c) excessive pressure
 - (d) self-heating

This exclusion shall not apply where fire spreads to cause DAMAGE to other plant or appliances or other property insured.
22. DAMAGE by wind rain hail sleet snow flood or dust to movable Property in the open or to fences or gates.
23. DAMAGE or loss of INCOME when the BUILDING(S) is empty or not in use.
24. Any liability arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or part



RSA House, Dundrum Town Centre, Sandford Road, Dundrum, Dublin 16.

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