

# Commercial Insurance Ireland

POLICY DOCUMENT

[www.ecclesiastical.ie](http://www.ecclesiastical.ie)

 ecclesiastical

# Contents

Introduction	3
– Claims enquiries	3
– Policy information	3
Helpline services	5
Preamble	7
General definitions	8
General exclusions	9
General conditions	12
Claims conditions	16
Security requirements	19
General memorandum	22
<b>Sections of the policy</b>	
(each section is operative only if shown as insured in the schedule)	
<b>Section 1</b> – Property damage	<b>23</b>
<b>Section 2</b> – Property damage plus	<b>36</b>
<b>Section 3</b> – Equipment breakdown	<b>39</b>
<b>Section 4</b> – Business interruption	<b>44</b>
<b>Section 5</b> – Liabilities	<b>53</b>
<b>Section 6</b> – Legal expenses	<b>61</b>
<b>Section 7</b> – Money with assault extension	<b>77</b>
<b>Section 8</b> – Goods in transit	<b>81</b>
<b>Section 9</b> – Personal accident	<b>83</b>
General information	86
– Complaint handling procedures	86
– The Insurance Compensation Fund	87

# Introduction

## Claims enquiries

### For claims other than legal expenses claims

If you wish to report a new claim or discuss an existing claim during office hours (Monday to Friday 9am to 5pm) please call

**01 619 0300**

To report a new claim outside of business hours please call:

**1890 252 877**

(this 24 hour claims helpline is managed by ProAdjust Limited)

Please note that charges for Lo-call numbers may vary if you call from a mobile phone

For Legal expenses claims call ARAG

**01 670 7470**

### For all claims

The actions to be taken by the Insured in the event of any incident which may give rise to a claim are shown in the Claims conditions.

### Other enquiries

Monday to Friday 9am to 5pm.

**01 619 0300**

**Email: [ireland@ecclesiastical.com](mailto:ireland@ecclesiastical.com)**

## Policy information

**Please read this policy carefully to ensure it meets your requirements.**

## The policy consists of

### This policy document which contains:

The general policy Preamble, Definitions, Exclusions, Conditions, Requirements and Memorandum which incorporate definitions and terms that apply to the whole policy.

Individual sections numbered 1-9 as shown in the table of contents, each setting out the terms relating to that section and the definitions used specifically in that section. All the sections available are shown but you must check your policy schedule (see below) to see which sections are included.

### The policy schedule

This shows those things that are individual to your insurance e.g. the identity of the Insured, the business being covered, the period of insurance, the sections in force, the covers you have chosen to include, the limits that apply and any special clauses.

At renewal we may send you a further document called 'Updates to your policy' - this shows changes to the policy document. Please retain these 'Updates to your policy' notices, plus the latest schedule, with your policy document.

## Data Privacy Notice

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also

need to collect or process 'special categories of personal data' such as information relating to your health. We may also collect and process information which is likely to reveal your religious beliefs where you have manifestly made that information public or by communicating with us using a title or honorific which indicates a religious belief. We may also collect data relating to any previous unspent criminal convictions that you may have where that data is necessary to facilitate the provision of insurance services in connection with you, or related activities.

We process your personal data and your special category personal data relating to health and religious affiliation for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by contacting us.

## Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations. If you make a claim, we will share your information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

We may also use information from other sources such as the Companies Registration Office, Financial Credit Agencies and Insurance Link (a central claims database for the insurance industry) to obtain additional details and to independently verify information you have provided to us. You can find more information about Insurance Link at [www.inslink.ie](http://www.inslink.ie).

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

## Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at [www.ecclesiastical.ie/privacy-policy](http://www.ecclesiastical.ie/privacy-policy) or contact our Compliance Associate, by post at Ecclesiastical Insurance Office plc, 2nd Floor, Block F2, EastPoint, Dublin 3, D03 T6P8, or by telephone on **(01) 619 0300** or by email at [compliance@ecclesiastical.com](mailto:compliance@ecclesiastical.com).

# Helpline services

**In the event of a problem, you can obtain help from any of the following helpline services.**

Please make sure that you are able to give your policy number shown on your policy schedule.

**The following are provided by ARAG Legal Protection Limited (ARAG).**

To help them check and improve their services all calls (except those relating to counselling) may be recorded.

ARAG will not accept responsibility if the Helpline Services fail for reasons they cannot control.

Please note that charges for Lo-call numbers may vary if you call from a mobile phone.

## Business assistance

**(01) 881 8010** or  
**(091) 545 928**

This helpline is available 24 hours a day, 365 days a year.

In the event of an unforeseen emergency affecting your premises which causes damage or potential danger ARAG will contact a suitable repairer or contractor and arrange assistance on your behalf.

You are responsible for paying contractors' fees, but if the damage is covered under your policy you will be able to submit a claim in the normal way.

## Eurolaw commercial legal advice

**1850 670 747**

ARAG can provide confidential legal advice over the phone on any commercial legal problem affecting you, under the laws of the Republic of Ireland, any European Union country, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the commercial legal advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit you.

Legal advisors can provide advice on the laws of the Republic of Ireland 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, ARAG will refer you to specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, ARAG will call you back.

## Counselling

**1850 670 407**

This helpline is available 24 hours a day, 365 days a year.

ARAG can provide all your employees (including any member of their immediate family who permanently live with them) with a confidential counselling service over the telephone if they are aged 18 years or over (or aged between 16 and 18 and in full-time employment), including where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by ARAG.

## Health and medical information services

**1890 254 164**

Health and medical information is provided by qualified nurses 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

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

---

## Information services

**Provided by ARAG Legal Protection Limited (ARAG).**

### Employment manual

The ARAG Employment manual provides up to date guidance on employment law.

To view the Employment manual please visit the ARAG website at [www.arag.ie](http://www.arag.ie)

You can print any part of this document for your own use.

# Commercial Insurance

## Preamble

The Ecclesiastical Insurance Office plc (the Company) and the Insured named in the schedule agree that

- (1) this policy document the schedule (including any replacement schedule) and any endorsement shall together form the policy and be considered as one document
- (2) the Insured will pay the premium
- (3) the Company will subject to the terms and conditions of this policy provide insurance under the sections specified in the schedule during the period of insurance or any subsequent period for which the Insured shall pay and the Company shall accept the renewal premium
- (4) this policy shall be governed by and construed in accordance with the law of the Republic of Ireland

## Insurance Act 1936

All moneys which become payable by the Company under the policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

## Stamp Duty

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1

# General definitions

Each time any of the following words or phrases appear in this document in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below unless more specifically defined under each individual policy section

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

## **Asbestos**

means asbestos asbestos fibres or any derivatives of asbestos including any product containing any asbestos asbestos fibres or any derivatives of asbestos

## **Business**

means the business of the **Insured** as stated in the schedule

## **Company / we / our / us**

means Ecclesiastical Insurance Office plc

## **Condition precedent to liability**

means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by **us** shall be repaid to **us**

## **Damage**

means physical loss destruction or damage

## **Denial of service attack**

means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems

This includes but is not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

## **Excess**

means the first amount of each and every loss (after applying any adjustment for

underinsurance) up to the amount set out in the schedule to this policy relevant to that loss

## **Geographical limits**

means Republic of Ireland Northern Ireland England Scotland Wales the Channel Islands and the Isle of Man

## **Hacking**

means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether **your** property or not

## **Insured / you / your**

means the Insured shown in the schedule

## **Premises**

means that part of the premises at the address(es) shown in the schedule owned or occupied by **you** in connection with the **business**

## **Terrorism**

means any act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

## **Unoccupied**

means unoccupied or untenanted or not in use

## **Virus or similar mechanism**

means program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This includes but is not limited to trojan horses worms and logic bombs

# General exclusions

## This policy does not cover

### 1 Excess

any **excess** shown in the schedule

### 2 Other insurances

property more specifically insured under another policy

### 3 Radioactive contamination

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter  
Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **you** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended
- (e) any chemical biological bio-chemical or electromagnetic weapon

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon

Exclusion 3 does not apply to the Personal accident section

### 4 War risks

any contingency liability or **damage** occasioned by or happening through war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil commotion assuming proportions of or amounting to a popular rising civil war military rising mutiny rebellion revolution insurrection military or usurped power or martial law

### 5 Sonic bangs

**damage** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

### 6 Date recognition

any consequential or other loss costs and expenses and any legal liability accidental bodily injury or **damage** to property directly or indirectly caused by or contributed to by or consisting of or in any way relating to or connected with the failure or possible failure of any **computer**

- (a) correctly to recognise any date as its true calendar date
- (b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (c) to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any **computer** being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **defined peril**

## Definitions specific to exclusion 6

### **Computer**

means computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software

### **Defined peril**

means any of the insured events specified in any section(s) of this policy insuring property excepting

- (a) Section 3 Equipment breakdown
- (b) accidental loss destruction or damage and
- (c) causes excluded from these insured events

Exclusion 6 does not apply to the assault extension of the Money section and the Personal accident section

## 7 Terrorism

Any claim directly or indirectly caused by resulting from or in connection with **terrorism** regardless of any other contributory cause

This insurance also excludes any claim directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to **terrorism**

If **we** allege that by reason of this exclusion any claim is not covered by this policy the burden of proving the contrary shall be upon **you**

## 8 Infectious and communicable diseases

### Definition specific to this exclusion

#### **Infectious or communicable disease**

means any disease pandemic or epidemic including but not limited to any virus bacterium parasite other organism or infectious matter any mutation or variation to any of the above whether living or dead natural or artificial officially declared an epidemic or pandemic or not transmitted by any direct or indirect means (whether asymptomatic or not)

This policy does not cover loss damage liability cost expense or any other sum of whatsoever nature directly or indirectly caused by resulting from arising out of or related to or contributed to by

- (a) any **infectious or communicable disease** including but not limited to
  - (i) the fear of a threat (whether actual or perceived) from an **infectious or communicable disease**
  - (ii) contamination or fear of contamination (whether actual or perceived) of property by an **infectious or communicable disease**

but this shall not exclude direct physical loss or physical damage to insured property at the **premises** occurring during the **period of insurance** resulting directly or indirectly from or caused by a peril otherwise insured by this policy

- (b) any action taken or failure to take action to prevent control or respond to any **infectious or communicable disease**

Provided that

- (a) this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- (b) in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision
- (c) where **we** apply this exclusion the burden of proving the contrary rests with the **insured**
- (d) this exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below
  - (i) Employers' liability
  - (ii) Public liability
  - (iii) Personal accident
  - (iv) Legal expenses

# General conditions

## 1 Misrepresentation

**You** must ensure that **you** answer all questions asked by **us** honestly and with reasonable care

If **you** fraudulently give **us** incorrect information **we** may void the policy and retain any premiums paid

If **you** negligently give **us** incorrect information **we** may

- (a) void the policy and refund to you any premium paid if **we** would not have entered into this policy on any terms had correct information been given
- (b) proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium  
The reduction in claim payment will represent the percentage difference between the premium **you** have paid and the premium **we** would have charged **you** had the correct information been given
- (c) impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium had the correct information been given  
**We** may apply these additional terms to **your** policy with effect from inception

## 2 Reasonable care

**You** shall take all reasonable precautions to prevent **damage** accident illness and disease and shall exercise reasonable care in seeing that all statutory and other obligations and regulations are duly observed and complied with and shall maintain the **premises** and works machinery and plant in sound condition

If any defect is discovered by complaint or otherwise **you** shall take immediate steps to remedy the same and in the meantime shall cause such temporary precautions to be taken as the circumstances may require

## 3 Unoccupied buildings

When a building or part of a building insured by this policy becomes **unoccupied** or when an **unoccupied** building or part of a building is again occupied it is a condition of this policy that immediate notice is given to **us**

Upon any alteration as described above **we** shall be entitled to cancel the policy or impose special terms or charge an additional premium but in any event from the time of alteration until **we** advise **you** of **our** decision the insurance by the Property damage section in respect of any **unoccupied** building is restricted to Insurable event 1 Fire lightning and explosion and Insurable event 2 Aircraft

## 4 Alteration of risk

If after the start of this insurance there is a change to the property insured or **your business** which materially increases the risk of **damage** accident or liability **you** must tell **us** as soon as is reasonably possible

This includes

- (a) a change in use of the **premises**
- (b) the **premises** undergoing major structural alteration or major repair (that does not include where workmen are allowed on the **premises** to carry out minor repairs alterations or general maintenance not involving external scaffolding)
- (c) where **your** interest ceases except by will or operation of law
- (d) where an administrator or a liquidator or receiver is appointed or where **you** enter into a voluntary arrangement

**We** will then be entitled to cancel the policy from the date of the alteration or impose special terms or charge an additional premium

Additional requirements apply under the 'Unoccupied buildings' policy condition

## 5 Multiple insurances

### (a) All sections

Except Equipment breakdown  
Liabilities Legal expenses  
Money with assault extension  
and Personal accident

If at the time any claim arises under this policy there are any other insurances in force covering the same **damage** or liability **we** shall not be liable for more than **our** rateable proportion and if such other insurance is subject to any condition of underinsurance this policy if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance in like manner

### (b) Equipment breakdown Liabilities Legal expenses and Money sections

Excluding the assault extension

If at the time of any claim arising under this policy **you** are or would but for the existence of this policy be entitled to indemnity under any other policy or policies **we** shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies had this insurance not been effected

### (c) Personal accident section and the assault extension of the Money section

Irrespective of the number of policies issued by **us** which provide cover to an insured person **we** shall not pay personal accident benefits under more than one policy for any one occurrence  
The policy which provides the greatest benefit shall apply

## 6 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not or if any **damage** is caused by **your** wilful act or with **your** connivance **we** may at **our** option

- (a) repudiate the claim
- (b) recover any payments already made by **us** in respect of the claim
- (c) cancel the policy from the date of the fraudulent act

If **we** cancel the policy **we** will notify **you** in writing by special delivery to **your** last known address

## 7 Arbitration

If any difference shall arise under this policy such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in force at the time

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **us**

Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned

## 8 Cancellation

### (a) Your right to cancel in the cooling-off period

**You** have 14 working days from receiving the policy to write to the sender confirming that **you** do not wish to continue

No charge will be made and any premium **you** have already paid will be refunded

**(b) Your right to cancel after the cooling-off period**

If **you** do not cancel the policy within the 14 day cooling-off period mentioned above the policy is in force and **you** are committed to pay the premium

However **you** can still cancel the policy providing **you** give **us** notice in writing

As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period providing this exceeds €30

If **you** have made a claim then the full annual premium is due

**(c) Our right to cancel**

**(1) Non-payment of premium**

**(i) If you do not pay your premium by instalments**

Unless otherwise agreed with **us we** will not provide cover under this policy unless **you** pay the premium by the due date

If **you** do not pay the premium by the due date **we** will send notice of the outstanding premium to **you** and give **you** a further period of at least 14 working days from the due date in which to pay the outstanding amount

If payment is still not received in the timescale **we** have advised the policy is cancelled from the outset

**(ii) If you pay your premium by instalments**

Unless otherwise agreed with **us we** will not provide cover under this policy unless **you** pay the first instalment of premium when requested

If the first instalment of premium is not received the policy is cancelled from the outset

If **you** pay the first instalment of premium but default on any subsequent instalments **we** may cancel the policy with effect from the date the first outstanding instalment was due by notifying **you** in writing

If **your** instalment plan is provided by **us we** will send notice of any outstanding instalment to **you** and advise the date when we will re-present **our** payment request to the bank

This will not be less than 14 working days from the date on which **our** payment request was originally presented

**We** will not cancel the policy for failure to pay the premium or any instalment of premium if such failure is due to error on **our** part or on the part of **your** insurance intermediary bank or building society

**(2) Other cancellation rights**

In addition to **our** rights under

- (i) Non-payment of premium above and
- (ii) Misrepresentation and misdescription Alteration of risk and Fraudulent claims conditions

**we** have the right to cancel **your** policy at any time by giving **you** at least 14 working days' notice in writing sent by Registered post to **your** last known address where **we** have a valid reason for doing so

**Our** cancellation letter will set out the reason why **we** are cancelling **your** policy

Valid reasons for cancelling **your** policy may include but are not limited to

- (a) circumstances which are outside **our** reasonable control for example
  - where the law requires that **we** cancel **your** policy
  - where the continuation of **your** policy would result in **us** breaching any applicable law or regulation that applies to **your** policy
- (b) **you** receiving a criminal conviction which results in a custodial sentence

If **we** cancel **your** policy for a valid reason in accordance with **our** rights under (2) above and **you** do not pay **your** premium by instalments **we** will refund the part of **your** premium which relates to the period remaining under **your** policy which has been cancelled by **us**

## 9 Adjustment of premium

If any part of the premium has been calculated on estimates **you** shall within 30 days from the expiry of each period of insurance furnish to **us** such information as **we** may require and the premium for such period shall be adjusted and the difference paid by or allowed to **you** subject to any minimum premium

## 10 Long term agreement

Where shown in the schedule that a discount of premium is allowed in consideration of **you** having made an agreement to offer annually certain insurances under this policy on the terms in force at the expiry of each period of insurance and to pay the premium annually in advance it is understood that

- (a) **we** shall be under no obligation to accept an offer made in accordance with the above-mentioned agreement
- (b) the sum insured may be reduced at any time to correspond with any reduction in value or variation in the **business**

This agreement shall apply to any policy or policies which may be issued by **us** in substitution for this policy and the same discount shall be allowed from the corresponding premium for any substituted policy or policies issued by **us**

## 11 Changes to premium

If **you** make a change in the policy cover and this results in a charge or a refund for the period up to the renewal date of the policy then such charge or refund will only be made by **us** if exceeding €30.

# Claims conditions

## Your duties

On the happening of any incident which may give rise to a claim **you** shall

### 1 General

All sections other than the Legal expenses section

- (a) take all practicable steps to recover property lost and otherwise minimise the claim
- (b) inform the Gardaí immediately if the **damage** is caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances
- (c) notify **us** immediately
- (d) at **our** request and at **our** expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **us** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which **we** shall be or would become entitled or subrogated upon **our** paying for or making good any **damage** under this policy whether such acts and things shall be or become necessary or required before or after any indemnification by **us**

### 2 Property damage Property damage plus Equipment breakdown Money and Goods in transit sections

excluding the Money  
assault extension

- (a) within 30 days or such further time as **we** may in writing allow deliver to **us** a written claim providing at **your** own expense all details proofs and information regarding the cause and amount of the **damage** as **we** may reasonably require together with details of any other insurances on any property insured by this policy and (if demanded) a statutory declaration of the truth of the claim and of any related matters  
No claim under these sections shall be payable unless the terms of this condition have been complied with
- (b) if **we** elect or become bound to reinstate or replace any property produce at **your** own expense and give to **us** all such plans documents and information as **we** may reasonably require

However **we** shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured

### 3 Business interruption section

within 30 days after the expiry of the indemnity period or within such further time as **we** may in writing allow at **your** own expense deliver to **us** a statement setting out particulars of the claim together with details of all other insurances covering any part of the **damage** or resulting business interruption

**You** shall at **your** own expense also provide **us** with such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanations and other evidence as may reasonably be required by **us** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matters

No claim under this section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance any payment on account of the claim already made by **us** shall be repaid to **us**

### 4 Liabilities section

- (a) not make nor allow to be made on **your** behalf any admission offer promise payment or indemnity without **our** written consent
- (b) forward to **us** every letter claim writ summons and process immediately upon receipt without acknowledgement and advise **us** in writing as soon as **you** have any knowledge of any impending prosecution inquest or fatal injury inquiry in connection with that event

### 5 Legal expenses section

as described in the Legal expenses section of the policy

### 6 Personal accident section and the assault extension of the Money section

- (a) at **your** own expense provide all certificates information and evidence as required by and in the form prescribed by **us**
- (b) arrange for the insured person to undergo medical examination by the **Company's** medical practitioner as often as required at **our** expense

## Our rights

### 1 All sections

Except Personal accident the assault extension of the Money section and Legal expenses

- (a) **We** may start take over defend and conduct any legal action in **your** name or prosecute in **your** name for **our** benefit any claim for indemnity or damages and shall have full discretion in the conduct and settlement of any such action
- (b) **We** may enter any building where **damage** has occurred and take possession of the building and take and keep possession of any property insured by this policy but **you** may not abandon property to **us**

This policy shall be proof that **you** have given **us** authority to exercise **our** rights under this condition

### 2 Liabilities section

**We** may at any time pay to **you** the limit of indemnity

- (a) in the case of Employers' liability or Prosecution defence cost claims after deduction of any sum or sums already paid or incurred
- (b) in the case of Public and products liability claims after deduction of any sum or sums already paid or incurred as damages

or any less amount for which at **our** discretion any claim or claims can be settled and **we** will then relinquish control of any such claim and be under no further liability except that in respect of any Public and products liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) **we** will also pay any legal costs incurred prior to the date of such payment

### 3 Legal expenses section

As described in the Legal expenses section of the policy

### 4 Personal accident section and the assault extension of the Money section

**We** shall in the event of death of any insured person be entitled to have a post mortem at **our** expense

# Security requirements

## 1 Protection condition

It is a **condition precedent to liability** in respect of **damage** at or to the **premises** caused by theft or attempted theft that all locks bolts and other protective devices (except intruder alarms) fitted to the **premises** be brought into use whenever the **premises** are closed for business and are not attended by **you** or an authorised employee for the purpose of the **business**

## 2 Minimum level of security condition

applicable only if shown as operative in the schedule

In respect of **damage** due to or arising from theft or attempted theft at the **premises** it is a **condition precedent to liability** under this policy that

### (a) Doors

all external (and internal doors leading to other parts of the **premises** not in **your** sole occupation) must be secured as follows

- (i) Aluminium doors  
a cylinder mortise deadlock
- (ii) Armoured plate doors  
door manufacturers' locks as supplied
- (iii) Other single leaf doors  
a mortise deadlock conforming to BS3621 or lock of equivalent quality and a boxed steel striking plate of a minimum 17.5cm in length provided the door thickness is a minimum of 4.5cm

If the door thickness is less than 4.5cm secure with a deadlocking rim latch which must be keyed into the deadlock position or a mortise deadlock and 2 mortise rack bolts with internal operation only

- (iv) Double leaf doors  
the standing (first closing) leaf should be secured with internal surface mounted key operated security bolts top and bottom or concealed flush bolts sited top and bottom

The final closing leaf must be secured with a lock fitted according to the instructions of the door as specified above or both leaves fitted with a coachbolted locking bar secured with a close shackle padlock having at least 5 levers

If the coach-bolted locking bar is sited internally then an open shackle padlock with a hardened steel shackle may be used

- (v) UPVC single leaf doors  
must be fitted with a multi-point locking system incorporating a minimum of 3 deadbolts
- (vi) Fire exit doors  
any locking devices on these doors must be approved by the fire prevention officer and any alternative protection agreed following such consultation must be approved by **us**
- (vii) For all other types of doors  
where it is not possible to fit locking devices in accordance with the above criteria security must be agreed with **us**

## (b) Windows

All external basement ground floor and other accessible windows fanlights or skylights (accessible being a window which is readily in reach such as a window adjacent to a roof especially a flat roof or a fire escape) which were originally constructed to open must be secured with

- (i) key operated window locks except in respect of louvered windows which should be replaced with a conventional window of fixed glass or
- (ii) solid steel bars not less than 1.9cm diameter and not more than 12.5cm apart securely fixed to the brickwork or masonry surrounding the window to a depth of not less than 5cm and set back not less than 5cm from the external surface of the wall

The bars are to pass through flat horizontal tie bars of at least 6mm thickness and the distance between the tie bars must not exceed 60cm

Wherever the barring does not meet this specification then any alternative must be agreed with **us**

## (c) Keys

All keys must be removed from locks and kept in a secure place

### 3 Intruder alarm condition

applicable only if shown as operative in the schedule

In respect of **damage** due to or arising from theft or attempted theft at the **premises** it is a **condition precedent to liability** under this policy that

- (a) the **intruder alarm system** shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other organisation as agreed with **us**
- (b) no alteration to or substitution of
  - (i) any part of the **intruder alarm system**
  - (ii) the procedure agreed with **us** for Gardaí or any other response to any activation of the **intruder alarm system**
  - (iii) the maintenance contract be made without **our** written agreement
- (c) the **alarmed premises** shall not be left without at least one **responsible person** therein without **our** agreement
  - (i) unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation
  - (ii) if the Gardaí have withdrawn their response to alarm calls

- (d) all keys to the **intruder alarm system** are removed from the **premises** when they are left unattended
  - (e) **you** maintain secrecy of codes for the operation of the **intruder alarm system** and no details of the same are left on the **premises**
  - (f) **you** shall appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the alarm company and Gardaí
  - (g) in the event of notification of any activation of the **intruder alarm system** or interruption of the means of communication during any period that the **intruder alarm system** is set a **keyholder** shall attend the **premises** as soon as reasonably possible
  - (h) in the event of **you** receiving any notification
    - (i) that Gardaí attendance in response to alarm signals/calls from an **intruder alarm system** may be withdrawn or the level of response reduced or delayed
    - (ii) from a local authority or district court or court of higher jurisdiction imposing any requirement for abatement of a nuisance
    - (iii) that the **intruder alarm system** cannot be returned to or maintained in full working order
- you** shall advise **us** as soon as possible and in any event not later than 10:00am on **our** next working day and comply with any subsequent requirements stipulated by **us**

### Definitions specific to condition 3

#### **Intruder alarm system**

means the component parts including the means of communication used to transmit signals

#### **Alarmed premises**

means the **premises** or those portions of the **premises** protected by the **intruder alarm system**

#### **Responsible person**

means **you** or any person authorised by **you** to be responsible for the security of the **premises**

#### **Keyholder**

means **you** or any person or keyholding company authorised by **you** who is available at all times to accept notification of faults or alarm signals relating to the **intruder alarm system** and attend and allow access to the **premises**

# General memorandum

## 1 Designation

For the purpose of determining where necessary the heading under which any property is insured **we** agree to accept the designation under which such property has been entered in **your** books

# 1 Property damage

**The schedule will show if this section applies and the cover in force**

## Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

### **Buildings**

means the buildings at the **premises** including

- (a) landlord's fixtures and fittings
- (b) outbuildings storage tanks walls gates and fences
- (c) piping ducting cables wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of **your** responsibility
- (d) aerials and satellite dishes fixed to the buildings
- (e) the following items fixed to the buildings
  - (i) wind turbines less than 10kW generating capacity
  - (ii) solar panels less than 50kW generating capacity
  - (iii) photovoltaic panels less than 50kW generating capacity subject to a limit of €25,000 in the aggregate in any one period of insurance
- (f) yards car parks roads and pavements
- (g) artificial playing surfaces tennis courts swimming pools and associated apparatus
- (h) fixed glass and sanitary fixtures
- (i) for private dwelling houses and apartment blocks the following garages tennis courts patios and hedges belonging to the private dwelling and used for domestic purposes

Excluding

- (i) bridges land piers jetties excavations and marquees
- (ii) natural or artificial
  - (a) water courses
  - (b) confines of any body of standing water
 including but not limited to
  - (1) dams reservoirs culverts canals moats rivers and lakes
  - (2) any man-made elements attaching to or forming part of such structures
- (iii) property or structures in the course of construction or erection and all materials or supplies in connection with such property or structure

unless more specifically mentioned in this policy or its schedule

Unless stated otherwise buildings are brick stone or concrete built and roofed with slates tiles concrete metal asphalt or sheets or slabs composed of incombustible mineral ingredients

### **Contents**

means business equipment computers plant machinery furniture fixtures and fittings and all other contents all belonging to **you** or for which **you** are responsible and contained in the **buildings** and elsewhere as stated in this policy and the schedule including

- (1) The cost of materials labour and computer time in reproducing
  - (a) documents manuscripts and business books
  - (b) patterns models moulds plans and designs
  - (c) computer systems records for an amount not exceeding 5% of the sum insured by the item on contents
 but not any cost in connection with producing information to be recorded or for the value to **you** of the information contained therein
- (2) the personal belongings of directors and employees whilst contained in the **premises** for an amount not exceeding €750 per person

Personal money is also insured up to €150 per person

For this purpose 'personal belongings' means personal articles worn used or carried about the person excluding bankers' cards credit and debit cards and any belongings otherwise insured

- (3) contents not owned by **you** but held in trust by **you** or on commission situated in the **buildings** for an amount not exceeding €1,500 in respect of any one article

Contents excludes

- (i) **stock**
- (ii) landlord's fixtures and fittings
- (iii) cash or money instruments of any description whether negotiable or non-negotiable (other than personal money previously mentioned)
- (iv) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- (v) any living creatures trees shrubs plants or other vegetation
- (vi) explosives
- (vii) any other property more specifically insured

#### **Insured event(s)**

means any insurable event (from 1 Fire lightning and explosion to 18 Glass and sanitary fixtures) set out as included in the schedule to this policy

#### **Item(s) insured**

means the items insured as set out in the Property damage section of the schedule to this policy

#### **Stock**

means stock and materials in trade and work in progress **your** property or held by **you** in trust or on commission for which **you** are responsible in the **buildings** and elsewhere as stated in this policy and the schedule

#### **Tenant's improvements**

means improvements and decorations at the **premises** which are **your** property or for which **you** are responsible

### Cover

**We** will indemnify **you** (by payment up to the value of the **items insured** at the time of the **damage** or at **our** option by repair reinstatement or replacement) in respect of **damage** to the **items insured** by any **insured event** happening during the period of insurance

Provided that **our** liability in any one period of insurance shall not exceed the sum insured for each item nor in all the total sum insured

### Insurable events

#### 1 Fire, lightning and explosion

##### Fire

Fire (whether resulting from explosion or otherwise) not occasioned by or happening through

- (a) the property's own spontaneous fermentation or heating or its undergoing any process involving the application of heat
- (b) earthquake subterranean fire riot civil commotion

##### Lightning

##### Explosion

Explosion excluding

- (a) **damage** in respect of and originating in any vessel machinery or apparatus or its contents belonging to **you** or under **your** control which is required to be examined to comply with any Statutory Regulations unless such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service

- (b) **damage** by fire resulting from explosion
- (c) **damage** consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control

## 2 Aircraft

Aircraft and other aerial devices or articles dropped from them

## 3 Riot

Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances excluding

- (a) **damage** occasioned by or happening through confiscation or destruction or requisition by order of the government or any public authority
- (b) **damage** resulting from cessation of work
- (c) **damage** occurring in Northern Ireland

## 4 Malicious persons

Malicious persons not acting on behalf of or in connection with any political organisation excluding

- (a) **damage** occasioned by or happening through confiscation or destruction or requisition by order of the government or any public authority
- (b) **damage** resulting from cessation of work
- (c) **damage** occurring in Northern Ireland
- (d) **damage** by theft or attempted theft or by risks described in Insurable event 1 Fire lightning and explosion
- (e) **damage** to fences or gates or to moveable property in the open

## 5 Earthquake

## 6 Subterranean fire

## 7 Storm

Storm excluding

- (a) **damage** by
  - (i) the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam
  - (ii) inundation from the sea whether resulting from storm or otherwise
- (b) **damage** attributable solely to change in the water table level
- (c) **damage** by frost subsidence or landslip
- (d) **damage** to fences gates and moveable property in the open

## 8 Flood

Flood caused by

- (a) the escape of water from the normal confines of any natural or artificial water course (other than water tanks apparatus or pipes) or lake reservoir canal or dam
- (b) inundation from the sea but excluding
  - (i) **damage** attributable solely to change in the water table level
  - (ii) **damage** by frost subsidence or landslip
  - (iii) **damage** to fences gates and moveable property in the open

## 9 Escape of water

Escape of water from any tank apparatus or pipe including **damage** to any water tank apparatus or pipe itself caused by freezing of water excluding **damage** by water discharged or leaking from an installation of automatic sprinklers

## 10 Impact

Impact with the property insured by any road or rail vehicle or animal

### 11 Falling trees

Falling trees other than as a result of felling lopping or topping

### 12 Falling aerials

Breakage or collapse of television and radio receiving aerials aerial fittings and masts satellite dishes and security equipment

### 13 Escape of oil

Escape of oil from any fixed oil-fired heating installation or storage tank including resultant loss of oil

### 14 Sprinkler leakage

Accidental escape of water from any automatic sprinkler installation in the **premises** not caused by explosion earthquake subterranean fire or heat caused by fire

### 15 Accidental damage

Any other accidental **damage** excluding

- (a) **damage** which is specifically included or excluded elsewhere under this section
- (b) **damage** to the property insured caused by or consisting of inherent vice latent defect gradual deterioration wear and tear its own faulty or defective design or materials faulty or defective workmanship but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded
- (c) **damage** caused by or consisting of corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects change in temperature colour flavour texture or finish

- (d) **damage** consisting of
  - (i) joint leakage failure of welds or cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - (ii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- (e) **damage** caused by or consisting of
  - (i) acts of fraud or dishonesty
  - (ii) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (f) **damage** caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software
- (g) **damage**
  - (i) to a building or structure caused by its own collapse or cracking
  - (ii) in respect of moveable property in the open fences and gates by wind rain hail sleet snow or dust
  - (iii) to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair

### 16 Subsidence

Subsidence heave or landslip of the site on which the **premises** stand excluding **damage**

- (a) attributable solely to change in the water table level
- (b) to boundary walls gates fences piping ducting cables wires and associated control gear and accessories yards car parks roads and pavements storage tanks and swimming pools unless also resulting in **damage** to a building insured under this policy

- (c) caused by or consisting of
  - (i) the normal settlement or bedding-down of new structures
  - (ii) the settlement or movement of made-up ground
  - (iii) coastal or river erosion
- (d) caused by defective design or workmanship or the use of defective materials
- (e) caused by fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (f) which originated prior to the inception of cover
- (g) resulting from
  - (i) demolition construction structural alteration or repair of any property
  - (ii) groundworks or excavation at the same **premises**

### Special condition applicable to insurable event 16

**You** shall notify **us** immediately **you** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site

**We** shall then have the right to vary these terms or cancel this cover

### 17 Theft or attempted theft

Theft or attempted theft

- (a) involving entry to or exit from the buildings of the **premises** by forcible and violent means
- (b) following actual or threatened assault or violence

excluding **damage** to the **buildings** as a result of theft or attempted theft

### 18 Glass and sanitary fixtures

Accidental breakage of any part of the exterior and interior glass sanitary fixtures or signs including the reasonable cost of

- (a) repairs to framework following breakage of the insured glass
- (b) necessary boarding-up pending replacement of the insured glass
- (c) in the case of multiple glazing the additional cost of re-creating vacuums or the purchase and installation of new sealed units
- (d) replacing any lettering painting or alarm foil on such glass

but excluding

- (i) **damage** to glass sanitary fixtures or signs already damaged at the commencement of the insurance
- (ii) **damage** to any glass which is toughened armoured wired bent embossed stained ornamental or leaded unless shown as insured in the schedule
- (iii) disfiguration or **damage** to glass not extending through the entire thickness of the glass
- (iv) breakage of glass while not fixed
- (v) breakage occasioned by or traceable to alterations to the **premises** or in the glass whereby the risk of breakage is increased
- (vi) breakage of bulbs or tubes unless the signs in which they are contained are damaged at the same time
- (vii) **damage** which is specifically mentioned elsewhere under this section

## Extensions

The insurance by this section is extended to include the following

### 1 Non-invalidations

The cover by this section shall not be invalidated by any act or omission or any alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control provided that **you** immediately on becoming aware of this give notice to **us** and pay an additional premium if required

### 2 Reinstatement of sum insured

not applicable to any limits in the extensions to this section

In consideration of **your** agreement to pay such additional premium as may be required **we** will automatically reinstate the sum insured in full after **damage** has occurred

Provided that

- (a) **we** have not given **you** notice within 30 days of **you** reporting the **damage** to **us** that **we** will not reinstate the sum insured
- (b) in respect of **damage** by theft or attempted theft reinstatement will only apply subject to **you** completing any improvements to the security precautions at the **premises** that **we** may require and in any event reinstatement following theft or attempted theft will apply only once during each period of insurance

### 3 Fees

If the **buildings** are insured architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its **damage** by an **insured event** but not for preparing any claim it being understood that the amount payable for such **damage** and fees shall not exceed in the aggregate the sum insured by each item

### 4 Removal of debris

Costs and expenses necessarily incurred by **you** with **our** consent in

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property insured by the said items destroyed or damaged by any **insured event** it being understood that the amount payable for such **damage** and costs incurred under (a) (b) and (c) shall not exceed in the aggregate the sum insured by each item

**We** will also pay the costs and expenses necessarily incurred by **you** with **our** consent in removing fallen trees within the grounds of the **premises**

Provided that

- (1) the trees have fallen as a result of an **insured event** and
- (2) the buildings of the **premises** are damaged by the same **insured event** occurring at the same time and a claim for this **damage** has been admitted by **us**

**We** will not pay for any costs or expenses

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from pollution or contamination of property not insured by this policy

## 5 Landscaping Costs

Landscaping costs incurred to make good **damage** to lawns trees plants and shrubs at the **premises** resulting from **damage** by Insurable events 1 Fire lightning and explosion 3 Riot 4 Malicious persons 7 Storm 8 Flood 10 Impact or 17 Theft or attempted theft provided that the buildings of the **premises** are damaged at the same time and a claim for this **damage** has been admitted by **us** or resulting from impact by any vehicle or aircraft or by straying cattle or horses

Limit

€10,000 any one claim

## 6 European Union and Public Authorities

If the **buildings** are insured such additional cost of reinstatement of the destroyed or damaged property as may be incurred solely by reason of the necessity to comply with the stipulations of

- (1) European Union legislation or
- (2) Local Authority building regulations or other statutory requirement (hereinafter referred to as 'the Stipulations')

Excluding

- (a) the cost incurred in complying with the Stipulations
  - (i) in respect of **damage** occurring prior to the granting of this extension
  - (ii) in respect of **damage** not insured by this policy
  - (iii) under which notice has been served upon **you** prior to the happening of the **damage**
  - (iv) for which there is an existing requirement which has to be implemented within a given period
  - (v) in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the property lost destroyed or damaged

- (b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations

## Special conditions applicable to extension 6

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **damage** or within such further time as **we** may allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to **our** liability under this extension not being thereby increased
- 2 If **our** liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then **our** liability under this extension (in respect of any such item) shall be reduced in like proportion
- 3 The total amount recoverable under any item of the policy under this extension shall not exceed
  - (a) 15% of its sum insured
  - (b) where the sum insured by the item applies to property at more than one premises 15% of the total amount for which **we** would have been liable had the property insured by the item at the premises where **damage** has occurred been wholly destroyed

4 The total amount recoverable under any item of the policy shall not exceed its sum insured

5 All the terms of this policy except in so far as they may be expressly varied shall apply as if they had been incorporated herein

## 7 Capital additions

Under the Buildings and Contents items

- (a) alterations and additions to the property insured but not in respect of any appreciation in value
- (b) newly acquired property so far as it is not otherwise insured anywhere in the **geographical limits**

Provided that

- (1) at any one situation this cover shall not exceed 10% of the total sum insured on such property or €375,000 in respect of both **buildings** and **contents** whichever is the less
- (2) **you** undertake to give details of such extension of cover as soon as practicable and to effect specific insurance thereon and pay such additional premium as may be required from inception of the cover

## 8 Spontaneous heating

**damage** to coal coke or wood blocks by its own spontaneous fermentation heating or combustion

## 9 Emergency services

- (a) **Damage** caused by the emergency services to the grounds of the **premises** for which **you** are responsible
- (b) Charges levied against **you** by any local authority in respect of attendance by the fire brigade for the purpose of minimising a loss following **damage** by Insurable event 1 Fire lightning or explosion at the **premises**

Limit

€7,500 any one claim

## 10 Metered water

The additional metered water charges incurred by **you** arising from escape of water following **damage** to the water or heating systems located in or serving the **premises** provided **we** have accepted a claim for such **damage** to the system under this policy

Limit

€7,500 any one period of insurance

## 11 Sale of the building

If the **buildings** are insured the interest of the purchaser in the insurance by this section for the period from the written offer and acceptance or exchange of contracts until completion of the sale is noted

Provided that

- (a) the **buildings** are not insured elsewhere for the benefit of the purchaser
- (b) the purchaser complies with and is bound by the terms of the policy

## 12 Temporary removal

- (a) **Contents** are covered for the **insured events** while temporarily removed for cleaning renovation repair or other similar purpose to any other premises and in transit between such locations in the **geographical limits**
- (b) **Contents** are covered for the **insured events** anywhere in the **geographical limits** whilst such **contents** are in **your** custody or the custody of **your** director or employee or at the home of any such person but excluding **contents** removed for the purposes stated in (a) above

Limit

€3,750 any one claim

- (c) (i) Deeds and other documents manuscripts plans writings of every description and books

(ii) Computer system records whilst temporarily removed to a premises in the **geographical limits** which is not in **your** occupancy and whilst in transit to and from such location for an amount not exceeding 10% of the relevant **contents** sum insured excluding items removed for the purposes stated in (a) and (b)

For the purposes of this extension Insurable event 17 Theft or attempted theft applies to any premises

Extension 12 excludes

- (1) personal belongings
- (2) property if and so far as it is otherwise insured

### 13 Damage to the buildings by theft

only applicable if insurable event 17 Theft or attempted theft is operative

The insurance extends to include

- (a) if **buildings** are insured repairs to the **buildings** following theft of the fabric of the **buildings** excluding external metal up to €7,500 in any one period of insurance
- (b) If **buildings** are insured repairs to the **buildings** following theft of external metal up to €7,500 in any one period of insurance
- (c) If **contents** are insured **damage** to the **buildings** caused by theft or attempted theft of **contents** for an amount not exceeding €25,000 in any one period of insurance
- (d) **Damage** to property insured directly caused as a result of the entry of rainwater following the theft of the fabric of the **buildings** including external metal up to €7,500 in any one period of insurance

This extension does not apply when scaffolding is erected at the **premises** unless **we** have agreed in writing to continue cover

### 14 Theft of keys

only applicable if insurable event 17 Theft or attempted theft is operative

If **contents** are insured the reasonable costs necessarily incurred in gaining access to the **premises** and/or replacing locks at the **premises** including locks of safes or strongrooms in the **premises** following the loss of keys by theft

Limit

€3,750 any one period of insurance

### 15 Property in the open

If the **contents** are insured **damage** to the following property by the **insured events**

- (a) floodlighting external lighting and security equipment fixed to the buildings or in the grounds of the **premises**  
Limit  
€7,500 any one claim
- (b) fixtures in the grounds (other than as provided in (a) above)  
Limit  
€7,500 any one period of insurance
- (c) groundsmen's equipment while in the open grounds provided that any mechanically or electrically driven equipment is immobilised when not in use  
Limit  
€7,500 any one period of insurance

For the purposes of this extension

- (i) Insurable event 17 Theft or attempted theft includes theft or attempted theft not involving forcible and violent entry
- (ii) the exclusion under Insurable events 4 Malicious persons 7 Storm and 8 Flood relating to moveable property in the open does not apply to groundsmen's equipment

## 16 Hired-in property

**Damage** by an **insured event** to **contents** hired-in for the purposes of the **business** for which **you** are responsible

Limit

10% of the **contents** sum insured any one loss

## 17 Freezer contents

This extension is not operative if Cover B Deterioration of stock of Section 2 Property damage plus is operative

If **contents** are insured **damage** to the contents of chill or deep freeze food units as a result of failure of the unit failure of the electricity or gas supply or contamination from refrigerant or refrigerant fumes

In addition **we** will pay if incurred the necessary and reasonable cost of hiring temporary alternative freezing space

Excluding

- (a) **damage** caused by the deliberate act of any electricity or gas supply authority in withholding or restricting supply
- (b) **damage** arising from the breakdown or malfunction of any unit which is over 7 years old unless the refrigeration unit is the subject of a current manufacturers guarantee or an annual maintenance contract (this exclusion does not apply to equipment incorporating a hermetically sealed refrigeration unit)
- (c) **damage** caused by **your** wilful act or neglect

Limit

€3,750 for the contents of any unit and €15,000 in total any one period of insurance

## 18 Trace and access

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of leakage of oil or water at the **premises** and subsequent repair and making good

Limit

€25,000 any one claim

## 19 Underground pipes and cables

Accidental **damage** to underground pipes and cables where the **buildings** are insured by this section or where **you** are liable for repairs as tenant

## 20 Clearing of drains

The reasonable costs incurred by **you** for clearing or repairing drains gutters sewers and the like for which **you** are responsible incurred as a direct result of **damage** caused by an **insured event**

Limit

€75,000 any one claim

## 21 Extinguisher and alarm re-setting expenses

The reasonable costs incurred by **you** in refilling fire extinguishing appliances replacing sprinkler heads and resetting fire or intruder alarm systems solely in consequence of their activation following an **insured event**

## 22 Discharge of oil

Costs and expenses necessarily incurred by **you** with **our** consent to decontaminate the grounds of the **premises** following accidental discharge of oil from any oil fired heating appliance or storage tank

Limit

€7,500 any one claim

## Memoranda

### 1 Reinstatement basis of settlement in the event of a claim

applicable unless stated otherwise in the schedule

Subject to the following special conditions the basis upon which the amount payable in respect of

- (1) **contents** but excluding bed linen personal belongings and **stock**
- (2) **buildings**

is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose 'reinstatement' means

- (a) the rebuilding or replacement of property lost or destroyed which provided **our** liability is not increased may be carried out
  - (i) in any manner suitable to **your** requirements
  - (ii) upon another site
- (b) the repair or restoration of property damaged

in the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

### Special conditions applicable to memorandum 1

- 1 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the time of commencement of any **damage our** liability shall not exceed that proportion of the amount of the **damage** which the said sum insured adjusted for index-linking shall bear to the sum representing the total cost of reinstating the whole of such property at that time
- 2 **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 3 No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
  - (a) unless reinstatement commences and proceeds without unreasonable delay
  - (b) until the cost of reinstatement shall have been actually incurred
  - (c) if the property insured at the time of its **damage** shall be insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement
- 4 All the terms and conditions of the policy shall apply
  - (a) in respect of any claim payable under this memorandum except in so far as they are varied hereby
  - (b) where claims are payable as if this memorandum had not been incorporated

## 2 Day One Basis – non-adjustable

This applies if a Day One figure is shown against an item in the schedule

- 1 **You** have agreed the declared value incorporated in each item to which this extension applies and the premium has been calculated accordingly 'declared value' means **your** assessment of the cost of reinstatement of the property insured (as defined in the Reinstatement memorandum) at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for
  - (a) the additional cost of reinstatement to comply with European Union and Public Authority requirements
  - (b) professional fees
  - (c) debris removal costs
- 2 At the inception of each period of insurance **you** shall notify **us** of the declared value of the property insured by each of the said item(s)
 

In the absence of such declaration the last amount declared by **you** (adjusted to reflect index-linking) shall be taken as the declared value for the ensuing period of insurance

- 3 In respect of each item to which this extension applies the following wordings replace Special conditions 1 and 4 of the Reinstatement memorandum
  - (1) Each item insured under this memorandum is declared to be separately subject to the following condition of underinsurance namely If at the time of **damage** the declared value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph 1 of the Day One memorandum) at the inception of the period of insurance then **our** liability shall be limited to that proportion thereof which the declared value bears to such cost of reinstatement
  - (4) Where by reason of any of the above Special conditions no payment is to be made beyond the amount which would have been payable under the policy if this memorandum had not been incorporated the rights and liabilities of the **Company** and the **Insured** in respect of the **damage** shall be subject to the terms of the policy including any condition of underinsurance as if this memorandum had not been incorporated except that the sums insured shall be increased in proportion with the additional amount charged in respect of this memorandum

### 3 Index-linking

The sum insured and where applicable the declared value of each **item insured** (but not extension limits) under this section will be adjusted in accordance with suitable indices selected by **us**

The annual renewal premium will be amended accordingly

### 4 Underinsurance

Unless otherwise shown in the schedule or elsewhere in this policy the sum insured by each **item insured** is subject to the following condition of underinsurance

If the property insured by any item of this section shall at the commencement of any **damage** to such property be collectively of greater value than such sum insured as adjusted for index-linking **you** will be considered as being **your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

### 5 Other interests

The interest in the insurance by this section of the various mortgagees lessors and freeholders of the property is noted

### 6 Mortgagees

The interest of the mortgagee(s) in this insurance shall not be prejudiced by any acts or neglect of the mortgagor(s) or occupier of any building hereby insured whereby the danger of **damage** is increased without authority or knowledge of the mortgagee(s) and provided that the mortgagee(s) shall immediately on becoming aware thereof give notice in writing to **us** and on demand pay such additional premium as **we** may require

## Exclusions

**We** shall not be liable in respect of

- (1) **damage** caused by pollution or contamination but this shall not exclude **damage** to the property insured not otherwise excluded caused by
  - (a) pollution or contamination which itself results from any of the **insured events** other than Insurable event 15 Accidental damage
  - (b) any of the **insured events** other than Insurable event 15 Accidental damage which itself results from pollution or contamination
- (2) consequential loss of any kind
- (3) **damage** to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is caused by **virus or similar mechanism or hacking or denial of service attack**
- (4) **damage** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs

## 2 Property damage plus

**The schedule will show if this section applies and the cover in force**

### Definitions

Each time the following appears in this section in **bold italic** type (or in capital letters in the schedule) it will take the specific meaning shown below

Where it is not highlighted in this manner the normal everyday meaning will apply

#### **Item(s) insured**

means the items insured shown in the Property damage plus section of the schedule

### Cover A – Extended cover

**We** will indemnify **you** (by payment up to the value of the **item insured** at the time of the loss or at **our** option by repair reinstatement or replacement) in respect of **damage** to the **items insured** by any cause not specifically excluded happening within the location stated in the schedule and during the period of insurance

Provided that **our** liability in any one period of insurance shall not exceed the sum insured for each item nor in all the total sum insured

### Cover A – Memoranda

#### 1 Reinstatement basis of settlement in the event of a claim

Applicable unless stated otherwise in the schedule

The basis upon which the amount payable in respect of the property insured by this section is to be calculated shall be

- (a) where the property is lost or destroyed its replacement by similar property in a condition equal to but not better or more extensive than its condition when new
- (b) where property is damaged the repair of the **damage** and restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new

#### 2 Index-linking

The sum insured by each **item insured** under this section will be adjusted in accordance with suitable indices selected by **us** and the annual renewal premium will be amended accordingly

#### 3 Reinstatement of sum insured

In consideration of **your** agreement to pay such additional premium as may be required **we** will automatically reinstate the sum insured in full after **damage** has occurred provided that **we** have not given **you** notice within 30 days of **you** reporting the **damage** to **us** that **we** will not reinstate the sum insured

## Cover B – Deterioration of stock

**We** will indemnify **you** by payment up to the value of the **items insured** at the time of loss in respect of **damage** to the contents of the chill or deep freeze unit(s) described in the schedule as a result of failure of the unit failure of the electricity or gas supply or contamination from refrigerant or refrigerant fumes happening during the period of insurance and if incurred the necessary and reasonable cost of hiring temporary alternative freezing space

Provided that **our** liability in any one period of insurance shall not exceed the limit of cover shown in the schedule

## Cover B – Memorandum

### Reinstatement of sum insured

In consideration of **your** agreement to pay such additional premiums as may be required **we** will automatically reinstate the sum insured in full after **damage** has occurred provided that **we** have not given **you** notice within 30 days of **you** reporting the **damage** to **us** that **we** will not reinstate the sum insured

## Special condition – Cover A & B

### Underinsurance

If the property insured by any item of this section shall at the time of any **damage** to such property be collectively of greater value than such sum insured by that item as adjusted by index-linking **you** will be considered as being **your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

## Exclusions

### Exclusions applying to Cover A

**We** shall not be liable for

- (1) **damage** occasioned by or happening through gradual deterioration depreciation mechanical or electrical breakdown failure or breakage wear and tear atmospheric and climatic conditions (other than storm or flood) pollution or contamination rust dust moth vermin or any process of cleaning dyeing restoration or repair to which the property is subjected delay confiscation detention or destruction by order of the Government or any Public Authority
- (2) breakage of electrical valves bulbs or tubes unless the equipment in which they are contained is damaged at the same time
- (3) consequential loss of any kind
- (4) **damage** to a trailer or caravan whilst attached to or being towed by a motor vehicle
- (5) **damage** due to theft attempted theft malicious persons or vandals whilst the property is contained in an unattended vehicle unless
  - (a) the motor vehicle is locked at all points of access
  - (b) there are visible signs of forcible or violent entry to the vehicle
  - (c) the property unless permanently fixed in position is out of sight in a locked compartment or locked boot within the vehicle

### Exclusions applying to Cover B

**We** shall not be liable for

- (1) **damage** caused by the deliberate act of any electricity or gas supply authority in withholding or restricting supply
- (2) **damage** arising from the breakdown or malfunction of any unit which is over seven years old unless the refrigeration unit is the subject of a current manufacturers guarantee or an annual maintenance contract (this exclusion does not apply to equipment incorporating a hermetically sealed unit)
- (3) **damage** caused by **your** wilful act or neglect

### Exclusions applying to Cover A & B

**We** shall not be liable for

- (1) **damage** to information on computer systems or other records programs or software resulting from accidental or malicious erasure loss distortion or corruption or from any unidentifiable cause or any consequential loss resulting therefrom
- (2) (i) **damage** to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is caused by **virus or similar mechanism** or **hacking** or **denial of service attack**
  - (ii) consequential loss directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**

## 3 Equipment breakdown

**The schedule will show if this section applies and the cover in force**

### Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

#### **Accident(s)**

means

- (a) electrical or mechanical **breakdown** including rupture or bursting caused by centrifugal force
- (b) artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
- (c) **explosion** or **collapse** of steam boilers steam pipes steam engines or steam turbines owned or leased by **you** or operated under **your** control
- (d) **damage** to steam boilers steam pipes steam engines or steam turbines caused by or resulting from any condition or event (not otherwise excluded) inside such boilers or equipment
- (e) **damage** to hot water boilers or other water heating equipment caused by or resulting from any condition or event (not otherwise excluded) inside such equipment

#### **Additional expenses**

means expenses incurred to clean up or dispose of the **covered equipment** resulting from contamination by a **hazardous substance**

#### **Breakdown**

means

- (a) the actual breaking failure distortion or burning out of any part of the **covered equipment** whilst in ordinary use arising from defects in the **covered equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work
- (b) fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative
- (c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

#### **Collapse**

means the sudden and dangerous distortion (whether or not attended by rupture) of any part of the **covered equipment** caused by crushing stress by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

#### **Computer equipment**

means equipment that is electronic computer or other data processing equipment including **media** software and peripherals used in conjunction with such equipment belonging to **you** or for which **you** are responsible

#### **Covered equipment**

means equipment owned by **you** or for which **you** are responsible built to operate under vacuum or pressure (other than weight of contents) or used for the generation transmission or utilisation of energy including but not limited to

- (a) heating systems and hot water heaters
- (b) air circulation ventilation air conditioning and non-process refrigeration systems
- (c) electrical panels emergency generators and electrical distribution systems
- (d) security alarm systems
- (e) lifts and escalators

- (f) office equipment including telephone systems fax machines copiers and printers
- (g) retail equipment bar-code scanners credit and debit card payment systems and cash registers
- (h) forklift trucks at the **premises**
- (i) **computer equipment**

Excluding

- (i) any structure foundation masonry brickwork cabinet compartment or air supported structure or building
- (ii) any insulating or refractory material
- (iii) any sewer piping underground vessels or piping or piping forming a part of a sprinkler system
- (iv) any water piping other than boiler feedwater piping boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system
- (v) any vehicle or mobile lifting equipment (other than forklift trucks at the **premises**) or aircraft or floating vessel including any equipment mounted on such vehicle or mobile lifting equipment or aircraft or floating vessel
- (vi) any dragline excavation or construction plant or equipment
- (vii) any tool die cutting edge crushing surface trailing cable non-metallic lining driving belt or band or any other part requiring periodic renewal
- (viii) any equipment manufactured by **you** for sale
- (ix) kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and **computer equipment** whilst in a private dwelling or private dwelling quarters

**Explosion**

means the sudden and violent rending of the **covered equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **covered equipment** together with forcible ejection of the contents

**Hazardous substance**

means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency

**Media**

means all forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment

**Cover**

**We** will indemnify **you** (by payment up to the value of **covered equipment** at the time of the **damage** or at **our** option by repair reinstatement or replacement) in respect of **damage** to **covered equipment** at the **premises** by any **accident** happening during the period of insurance

**Our** liability in any one period of insurance shall not exceed the sum insured under the appropriate section of material damage insurance provided by this policy for each item of **covered equipment** nor in all the total sum insured subject to the maximum liability below

**Maximum liability**

The total amount **we** will pay in respect of this section shall not exceed €7,500,000 in any one period of insurance subject to a limit of €375,000 any one period of insurance for **computer equipment**

If an initial **accident** causes other **accidents** all will be considered one **accident**

All **accidents** that are the result of the same event will be considered one **accident**

## Extensions

The insurance by this section is extended to include the following

These extensions do not increase the limits or sums insured that apply

### 1 Computer equipment

**Damage** caused by or resulting from an **accident** to **computer equipment** occurring whilst anywhere in the European Union but only whilst in the custody or control of **you** or **your** employee

Limit

€375,000 any one period of insurance

### 2 Reinstatement of Data

**We** will pay the costs **you** incur in reinstating data that is lost or damaged as a consequence of an **accident** to **computer equipment**

Providing that

- (a) **our** liability is limited solely to the cost of reinstating data to **media**
- (b) **We** shall not be liable for any losses discovered later than 180 days after the loss was initiated
- (c) **We** shall not be liable for loss or damage to software
- (d) **We** shall not be liable under this extension for costs more specifically described under extension 3 Increased Cost of Working
- (e) **you** comply with the Back-up records

### Special condition - back-up records

**You** shall maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours one copy as a minimum being held off site and take all reasonable precautions to store and maintain records in accordance with the makers recommendations

Limit

€37,500 any one period of insurance

### 3 Increased Cost of Working

**We** will pay costs necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing interruption or interference to **your** computer operations as a consequence of an **accident** to **computer equipment**

Limit

€37,500 any one period of insurance

### 4 Business interruption

If the Business interruption section of this policy is operative **we** will pay to **you** in respect of each item in the Business interruption schedule the loss occurring during the indemnity period (as defined in the Business interruption section) following an **accident** to **covered equipment** that results in the **business** being interrupted or interfered with

**Our** liability shall not exceed the sum insured for each item nor in all the total sum insured and in any event **our** maximum liability shall not exceed €45,000 any one period of insurance

### 5 Hazardous substances

**Damage** to **covered equipment** at the **premises** caused by contamination by a **hazardous substance** including any **additional expenses** incurred and if the Business interruption section of this policy is operative loss occurring during the indemnity period (as defined in the Business interruption section) in consequence of the **business** carried on by **you** at the **premises** being interrupted or interfered with

Limit

€9,000 any one period of insurance

## 6 Expediting expenses

Reasonable costs necessarily incurred by **you** to make temporary repairs and expedite permanent repairs or permanent replacement of damaged **covered equipment**

Limit

€22,500 any one period of insurance

## 7 European Union and Public Authorities

If in force the European Union and Public Authorities extension of the Property damage section of this policy applies to **covered equipment** damaged as a result of an **accident**

Limit

€22,500 any one period of insurance

## 8 Loss avoidance measures

Reasonable costs necessarily incurred by **you** to take exceptional measures to prevent or mitigate impending **damage** to **covered equipment** as a result of an **accident**

Provided that

- (a) **damage** would reasonably be expected if such measures were not implemented
- (b) **we** are satisfied that **damage** has been avoided or mitigated by means of the exceptional measures
- (c) the amount payable will be limited to the cost of **damage** which would have otherwise occurred
- (d) the terms conditions and exclusions of this section and the policy apply as if **damage** had occurred
- (e) if **damage** had occurred it would have resulted in a claim that would have been accepted by **us** under this section of the policy

Limit

€7,500 any one period of insurance

## Memorandum

### Reinstatement basis of settlement in the event of a claim

Applicable unless stated otherwise in the schedule

Subject to the following special conditions the basis upon which the amount payable in respect of **covered equipment** is to be calculated shall be the reinstatement of the **covered equipment** that is the subject of an **accident**

For this purpose 'reinstatement' means

- (a) the replacement of **covered equipment** that is the subject of an **accident** which provided **our** liability is not increased may be carried out
  - (i) in any manner suitable to **your** requirements
  - (ii) upon another site
- (b) the repair or restoration of **covered equipment** that is the subject of an **accident**

in the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

### Special conditions applicable to this memorandum

- 1 **Our** liability for the repair or restoration of **covered equipment** that is the subject of an **accident** shall not exceed the amount payable for replacement of the **covered equipment**
- 2 No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
  - (a) unless reinstatement commences and proceeds without unreasonable delay
  - (b) until the cost of reinstatement shall have been actually incurred

- 3** All the terms and conditions of the policy shall apply
- (a) in respect of any claim payable under this memorandum except in so far as they are varied hereby
  - (b) where claims are payable as if this memorandum had not been incorporated

## Exclusions

**We** shall not be liable in respect of

- (1) **damage** caused by or resulting from
  - (a) a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
  - (b) depletion deterioration corrosion erosion wear and tear or other gradually developing conditions unless such **damage** results from an **accident**
  - (c) mould fungus mildew or yeast
  - (d) the direct application of any tool or process during the course of repair maintenance inspection modification or overhaul
  - (e) installation erection dismantling re-siting transportation or removal of **covered equipment** other than re-siting transportation or removal under its own power whilst at its operating site
  - (f) accidental failure of the power supply
- (2) **damage** to **computer equipment** which is recoverable under a maintenance agreement warranty or guarantee
- (3) extension 4 Business interruption any delay in resuming operations resulting from the need to reconstruct or re-input data or programs on **media** nor for the costs incurred in so doing
- (4) any liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency of **covered equipment**
- (5) **damage** resulting from malicious persons riot civil commotion strikers locked-out workers or persons taking part in labour disturbances occurring in Northern Ireland
- (6) any **damage** or loss directly or indirectly caused by or in consequence of the act or order of any lawfully constituted authority
- (7) **damage** to any **computer equipment** or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information programs software or **media**) and whether **your** property or not where such **damage** is caused by **virus or similar mechanism** or **hacking** or **denial of service attack**
- (8) **damage** caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software
- (9) **damage** cost or expense that is or can be insured elsewhere in this policy
- (10) **damage** caused by or resulting from the deliberate act of any person carried out with the intention to cause **damage**
- (11) **damage** to livestock plants or perishable stock

## 4 Business interruption

### The schedule will show if this section applies and the cover in force

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax

For the purpose of these definitions any adjustments implemented in current cost accounting shall be disregarded

### Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

#### **Adjusted**

means adjusted as necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **damage** would have been obtained during the relative period after the **damage**

#### **Annual rent receivable**

means the **rent receivable** during the 12 months immediately before the date of the **damage adjusted**

#### **Annual revenue**

means the **revenue** during the 12 months immediately before the date of the **damage adjusted**

#### **Annual turnover**

means the **turnover** during the 12 months immediately before the date of the **damage adjusted**

#### **Computer equipment**

means equipment that is electronic computer or other data processing equipment including all forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment software and peripherals used in conjunction with such equipment belonging to **you** or for which **you** are responsible

#### **Damage**

means as defined under 'Cover' of this section

#### **Estimated gross profit** or

#### **estimated revenue** or

#### **estimated rent receivable**

means the amount declared by **you** to **us** as representing not less than the **gross profit** or **revenue** or **rent receivable** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the period of insurance (or a proportionately increased multiple thereof where the maximum indemnity period detailed in the schedule exceeds 12 months)

#### **Gross profit**

means the amount by which the sum of the amount of the **turnover** and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of purchases and discounts relating thereto bad debts and any other expenses specified in the schedule (as defined in **your** books and accounts)

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with **your** normal accountancy methods due provision being made for depreciation

**Indemnity period**

means the period beginning with the occurrence of the **damage** and ending not later than the expiry of the maximum indemnity period specified in the schedule thereafter during which the results of the **business** shall be affected in consequence of the **damage**

**Insured events**

means unless stated otherwise in the schedule those events which are insured by the Property damage section provided that for the purpose of this section 'explosion' shall include explosion of any boiler or economiser on the **premises**

**Rate of gross profit**

means the rate of **gross profit** earned on the **turnover** during the financial year immediately before the date of the **damage**

**Rent receivable**

means the amount of the rent and service charges received or receivable from the letting of the **premises**

**Revenue**

means the money paid or payable to **you** for services rendered in the course of the **business** at the **premises** less the cost of consumable goods

**Standard rent receivable**

means the **rent receivable** during the period corresponding with the **indemnity period** in the 12 months immediately before the date of the **damage** appropriately increased where the maximum indemnity period detailed in the schedule exceeds 12 months **adjusted**

**Standard revenue**

means the **revenue** during the period corresponding with the **indemnity period** in the 12 months immediately before the date of the **damage** appropriately increased where the maximum indemnity period detailed in the schedule exceeds 12 months **adjusted**

**Standard turnover**

means the **turnover** during the period corresponding with the **indemnity period** in the 12 months immediately before the date of the **damage** appropriately increased where the maximum indemnity period detailed in the schedule exceeds 12 months **adjusted**

**Suppliers**

means suppliers with whom **you** have a contract to supply **you** with goods and services

**Turnover**

means the money paid or payable to **you** for services rendered and for goods sold and delivered in the course of the **business** at the **premises**

## Cover

If any building or other property used by **you** at the **premises** specified in the schedule for the purpose of the **business** is destroyed or damaged during the period of insurance by any of the **insured events** (destruction or damage so caused being termed **damage**) and the **business** carried on by **you** at the **premises** is in consequence interrupted or interfered with

**We** will pay to **you** in respect of each item in the schedule the amount of loss occurring during the **indemnity period** resulting from such **damage** in accordance with the terms of this section

Provided that

- (1) **our** liability shall not exceed the sum insured for each item nor in all the total sum insured
- (2) at the time of the **damage** there shall be an insurance in force covering **your** interest in the property at the **premises** against **damage** and that payment shall have been made or liability admitted under that insurance (but this proviso shall not apply if no payment is made under such insurance solely owing to the operation of an **excess**)

## Amount payable

### Gross profit items

The amount payable is limited to loss of **gross profit** due to (a) reduction in **turnover** and (b) increase in cost of working occurring during the **indemnity period** and the amount payable as indemnity shall be

- (a) in respect of reduction in **turnover** the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** shall in consequence of the **damage** fall short of the **standard turnover**
- (b) in respect of increase in cost of working the additional expenditure (subject to the provisions of the uninsured standing charges clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the sum produced by applying the **rate of gross profit** to the amount of the reduction thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross profit** as may cease or be reduced in consequence of the **damage**

Provided that

- (i) Sum insured basis  
if the sum insured basis applies and the sum insured by this item be less than the sum produced by applying the **rate of gross profit** to the **annual turnover** (or to a proportionately increased multiple thereof where the maximum indemnity period detailed in the schedule exceeds 12 months) the amount payable shall be proportionately reduced

- (ii) Declaration-linked basis  
notwithstanding proviso (1) in 'Cover' **our** liability in respect of any **estimated gross profit** item shall not exceed 133⅓% of the Estimated Gross Profit stated in the schedule

In the absence of written notice by **you** or **us** to the contrary **our** liability shall not stand reduced by the amount of any loss provided that **you** pay the appropriate additional premium for such automatic reinstatement of cover

## Amount payable

### Revenue items

The insurance under this section in respect of **revenue** is limited to (a) loss of **revenue** and (b) increase in cost of working occurring during the **indemnity period** and the amount payable as indemnity shall be

- (a) in respect of loss of **revenue** the amount by which the **revenue** during the **indemnity period** shall in consequence of the **damage** fall short of the **standard revenue**
- (b) in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **revenue** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the amount of the reduction in **revenue** thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **revenue** as may cease or be reduced in consequence of the **damage**

Provided that

- (i) Sum insured basis  
if the sum insured basis applies and the sum insured by this item be less than the **annual revenue** (or a proportionately increased multiple of it where the maximum indemnity period detailed in the schedule exceeds 12 months) the amount payable shall be proportionately reduced
- (ii) Declaration-linked basis  
notwithstanding proviso (1) in 'Cover' **our** liability in respect of any **estimated revenue** item shall not exceed 133⅓% of the Estimated Revenue stated in the schedule

In the absence of written notice by **you** or **us** to the contrary **our** liability shall not stand reduced by the amount of any loss provided that **you** pay the appropriate additional premium for such automatic reinstatement of cover

### Amount payable

Rent receivable items

The insurance under this section in respect of **rent receivable** is limited to (a) loss of **rent receivable** and (b) additional expenditure occurring during the **indemnity period** and the amount payable as indemnity shall be

- (a) in respect of loss of **rent receivable**  
the amount by which the **rent receivable** during the **indemnity period** shall in consequence of the **damage** fall short of the **standard rent receivable**
- (b) in respect of additional expenditure  
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the amount of the reduction in **rent receivable** thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses payable out of **rent receivable** as may cease or be reduced in consequence of the **damage**

Provided that

- (i) Sum insured basis  
if the sum insured basis applies and the sum insured by this item be less than the **annual rent receivable** (or a proportionately increased multiple of it where the maximum indemnity period detailed in the schedule exceeds 12 months) the amount payable shall be proportionately reduced
- (ii) Declaration-linked basis  
notwithstanding proviso (1) in 'Cover' **our** liability in respect of any **estimated rent receivable** item shall not exceed 133⅓% of the Estimated Rent Receivable stated in the schedule

In the absence of written notice by **you** or **us** to the contrary **our** liability shall not stand reduced by the amount of any loss provided that **you** pay the appropriate additional premium for such automatic reinstatement of cover

### Amount payable

Additional cost of working items

The insurance under this section in respect of additional cost of working is limited to additional cost of working occurring during the **indemnity period** and the amount payable as indemnity shall be

The additional expenditure including

- (a) the cost of moving to and from temporary premises and the additional rent rates and taxes thereon
- (b) expenses incurred in equipping temporary premises to make them suitable for **your business**

- (c) additional cost in respect of lighting heating and water
- (d) additional cost in respect of additional staff and overtime and allowances to existing staff

all reasonably incurred in order to minimise any interruption or interference with the **business** or undertaking during the **indemnity period**

### Alternative trading clause

Gross profit

If during the **indemnity period** services shall be rendered or goods shall be sold elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such services or sales shall be brought into account in arriving at the **turnover** during the **indemnity period**

### Alternative trading clause

Revenue

If during the **indemnity period** services shall be rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such services shall be brought into account in arriving at the **revenue** during the **indemnity period**

### Alternative trading clause

Rent receivable

If during the **indemnity period** the **business** shall be conducted elsewhere than at the **premises** the money paid or payable to **you** in respect of rent at such other premises shall be brought into account in arriving at the **rent receivable** during the **indemnity period**

### Uninsured standing charges clause

If any standing charges of the **business** are not insured by this section (having been deducted in arriving at the **gross profit**) then in computing the amount recoverable as increase in cost of working that proportion only of any additional expenditure shall be brought into account which the **gross profit** bears to the sum of the **gross profit** and the uninsured standing charges

### Professional accountants' charges

Any particulars or details contained in **your** books of account or other business books or documents which may be requested by **us** under Claims condition number 3 for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are regularly acting as such for **you** and their report shall be prima facie evidence of the particulars and details to which such report relates

**We** will pay to **you** the reasonable charges payable by **you** to **your** professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by **us** under the terms of Claims condition number 3

Provided that the sum of the amount payable under this clause and the amount otherwise payable under this section shall in no case exceed the sum insured

### Payments on account

Payments on account will be made during the **indemnity period**

## Extensions

The insurance by this section is extended to cover loss as insured hereunder directly resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of the following

### 1 Prevention of access - Damage

Access to or use of the **premises** being prevented or hindered by **damage** to neighbouring property

Excluding

1. Any loss covered under the Utilities extension
2. Any period when access to the **premises** was not prevented or hindered

**Our** liability under this extension in respect of any one occurrence shall not exceed the sum insured by the items or the limit of **our** liability by the items if the declaration-linked basis applies

### 2 Prevention of access - Non-damage

Access to or use of the **premises** being prevented or hindered by

- (a) any action of government Gardai or a local authority due to an emergency which could endanger human life or neighbouring property
- (b) any bomb scare at or in the vicinity of the **premises**

Excluding

- (i) any restriction of use of less than 4 hours
- (ii) any period when access to the **premises** was not prevented or hindered
- (iii) closure or restriction in the use of the **premises** due to the order or advice of the competent local authority as a result of an occurrence of food poisoning defective drains or other sanitary arrangements

- (iv) closure or restriction in the use of the **premises** due to vermin

Limit

€20,000 any one period of insurance

Special condition

For the purpose of part (b) of this extension the General exclusion Terrorism does not apply

### 3 Utilities

**Damage** by any of the **insured events** at any

- (a) generating station or sub-station of the electricity supply undertaking
- (b) land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
- (c) water works or pumping station of the water supply undertaking
- (d) land-based premises of the telecommunications undertaking from which **you** obtain electricity gas water or telecommunications services

Provided that **our** liability under this extension in respect of any one occurrence shall not exceed the sum insured by the items or any limit of liability shown in the schedule

### 4 Suppliers' extension

**Damage** by any of the **insured events** at the site of the following all within the **geographical limits**

- (a) any **supplier** specified in the schedule up to the limit shown against their name  
If the limit is expressed as a percentage this is the percentage of the total sum insured by the relevant item of this schedule but in no case exceeding €150,000
- (b) any of **your suppliers** other than as stated in (a) within the **geographical limits** (but excluding the premises of any supply undertaking from which **you** obtain electricity gas water or telecommunications services) up to a limit of €15,000 any one incident

## 5 Customers' extension

**Damage** by any of the *insured events* at the site of any of *your* customers within the *geographical limits* up to a limit of €15,000 any one incident

## 6 Book debts

If following **damage** to *your* books of account or other business books or records at the *premises* by any of the *insured events you* are unable to trace outstanding debit balances owed to *you we* will indemnify *you* for such loss in the following terms

- (a) **We** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced in respect of such balances
- (b) **We** will pay for the additional expenditure incurred with *our* previous consent in tracing and establishing customers' debit balances after the **damage**
- (c) **We** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by *us* in support of a claim

Excluding loss arising from misfiling erasure distortion deliberate falsification of business records abnormal condition of trade or from bad debts

The most **we** will pay under this extension is €75,000 (plus any additional book debts sum insured shown in the schedule) any one period of insurance

### Special condition applicable to extension 5

It is a *condition precedent to liability* under this extension that *you* keep a record of the total amount outstanding in customers' accounts as at the end of each month and within 30 days of the end of each month deposit this record in a building other than that in which the original records are kept

## 7 Failure of supply

Failure of the supply of electricity gas or water at the terminal ends of the supply undertaking's feeder at the *premises* from any cause other than the deliberate act of the supply undertaking in withholding or restricting supply excluding any such failure of less than four hours

Limit

€7,500 any one incident

## 8 Failure of telecommunication services

Failure of the telecommunication services at the *premises* following actual physical **damage** of or to telecommunications property anywhere in the *geographical limits* excluding any such failure of less than four hours

Limit

€7,500 any one incident

## 9 Reinstatement of Data

**We** will pay the costs *you* incur in reinstating data that is lost or damaged as a consequence of

- (i) **damage to computer equipment** at *your premises* or
- (ii) loss or destruction of **computer equipment** that is insured by the Property damage plus section

Providing that

- (a) **our** liability is limited solely to the cost of reinstating data to any form of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment
- (b) **we** shall not be liable for any losses discovered later than 180 days after the loss occurred
- (c) **we** shall not be liable for loss or damage to software

- (d) **we** shall not be liable under this extension for costs more specifically described under extension 9  
Computers - Increased Cost of Working
- (e) **you** comply with the Back-up records

### Special condition - back-up records

**You** shall maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours one copy as a minimum being held off site and take all reasonable precautions to store and maintain records in accordance with the makers recommendations

Limit

€37,500 any one period of insurance

### 10 Computers - Increased Cost of Working

**We** will pay costs necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing interruption or interference to **your** computer operations as a consequence of

- (i) **damage** to **computer equipment** at **your premises**  
or
- (ii) loss or destruction of **computer equipment** that is insured by the Property damage plus section

Limit

€37,500 any one period of insurance

## Memorandum

### Index-linking

The sum insured for each item insured (but not extension limits) under this section other than **rent receivable** and additional cost of working items shall be adjusted in accordance with a suitable index selected by **us**

The annual renewal premium will be amended accordingly

## Special conditions

### 1 Renewal clause

Declaration-linked basis

**You** shall prior to each renewal supply **us** with the **estimated gross profit** or **estimated revenue** or **estimated rent receivable** for the financial year most nearly concurrent with the ensuing year of insurance

### 2 Premium adjustment clause

(a) Sum insured basis

If the **gross profit** or **revenue** or **rent receivable** earned whichever is applicable (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) during the financial year of 12 months most nearly concurrent with any period of insurance as certified by **your** auditors is less than the sum insured a pro rata return of premium not exceeding 50% of the premium paid on each sum insured for such period of insurance will be made in respect of the difference  
If any **damage** occurs which gives rise to a claim under this section the return in premium made will be in respect of the difference in **gross profit** or **revenue** or **rent receivable** which is not due to the **damage**

(b) Declaration-linked basis

The first and annual premiums are provisional and are based on the **estimated gross profit** or **estimated revenue** or **estimated rent receivable**  
**You** shall supply **us** with not later than six months after the expiry of each period of insurance a declaration confirmed by **your** auditors of the **gross profit** or **revenue** or **rent receivable** earned during the financial year most nearly concurrent with the period of insurance

If any **damage** shall have occurred giving rise to a claim for loss of **gross profit** or **revenue** or **rent receivable** the above-mentioned declaration shall be increased by **us** for the purpose of premium adjustment by the amount by which the **gross profit** or **revenue** or **rent receivable** was reduced during the financial year solely in consequence of the **damage**

If the declaration (adjusted as provided above and proportionately increased where the maximum indemnity period exceeds 12 months)

- (a) is less than the **estimated gross profit** or **estimated revenue** or **estimated rent receivable** for the relative period of insurance **we** will allow a pro rata return of premium paid on the **estimated gross profit** or **estimated revenue** or **estimated rent receivable** but not exceeding 50% of such premium
- (b) is greater than the **estimated gross profit** or **estimated revenue** or **estimated rent receivable** for the relative period of insurance **you** shall pay a pro rata addition to the premium paid on the **estimated gross profit** or **estimated revenue** or **estimated rent receivable**

## 5 Liabilities

**The schedule will show if this section applies and the cover in force**

### Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

#### **Bodily injury**

means bodily injury death disease or illness

#### **Business**

means that which has been described in the schedule and which is conducted solely from premises in the **geographical limits** including

- (a) the ownership repair and maintenance of **your** property and premises
- (b) the provision of catering social sports and welfare facilities for **employed persons** and first aid medical and ambulance services
- (c) the provision of fire and security services maintained only for the protection of premises owned or occupied by **you**
- (d) private work undertaken by an **employed person** with **your** prior consent for a director partner or **employee** of **yours**
- (e) participation in trade shows or exhibitions within the European Union the United Kingdom of Great Britain and Northern Ireland the Channel Islands or the Isle of Man

but this does not include any work undertaken **offshore**

#### **Data**

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

#### **Employed person**

means

- (a) any **employee**
- (b) (i) any person supplied to or hired or borrowed by **you** or on **your** behalf or
  - (ii) any work experience student or training scheme participant while under **your** direct control and supervision

#### **Employee**

means any person under a contract of service or apprenticeship with **you**

#### **Event(s)**

means one occurrence or series of occurrences arising from or attributable to one source or original cause

#### **Injury**

means **bodily injury** wrongful arrest or false imprisonment

#### **Legal costs**

means

- (a) claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of indemnity under this policy
  - (b) (i) the costs of legal representation at
    - (1) any coroner's inquest or inquiry in respect of any death
    - (2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this section of the policy
  - (ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this section of the policy
- incurred with **our** prior written consent

**Offshore**

means embarkation onto a vessel or aircraft for conveyance to an offshore rig platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig platform or service or accommodation vessel

**Pollution or contamination**

means **injury** or **damage** directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water land or the atmosphere

**Principal**

means any party (other than a director partner or **employee** of **yours**) on whose behalf **you** are undertaking work (excluding the sale or supply of **products**) in connection with the **business**

**Products**

means goods (including containers and packaging) not in **your** custody or control sold supplied installed erected serviced repaired altered or treated by **you** in connection with the **business** from any premises within the **geographical limits**

Any error in the sale supply or presentation of such goods is included in this definition

**Property**

means material property but this does not include **data**

**You / your / yours**

means the Insured named in the schedule

Unless **we** specifically state otherwise **we** will also indemnify

- (a) **your** personal representatives in respect of legal liability incurred by **you**
- (b) at **your** request
  - (i) any **principal**
  - (ii) any director partner or **employed person** of **yours** in respect of liability for which **you** would have been entitled to indemnity had the claim been made against **you**

- (c) any officer or member of **your** canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such
- (d) any director partner or **employee** of **yours** in respect of private work carried out with **your** prior consent by an **employed person** for such director partner or **employee**

**We** will not provide an indemnity to any medical or dental practitioner in respect of medical services provided

**Cover 1 – Employers' liability**

This insurance is provided on a 'Costs inclusive' basis

This means that **legal costs** are included within the limit of indemnity specified in the schedule

**Cover**

**We** will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of **bodily injury** to an **employed person** caused during the period of insurance

- (a) within the **geographical limits** or
  - (b) while temporarily outside these territories
- in connection with the **business**

The total amount **we** will pay in respect of any **event** shall not exceed the limit of indemnity shown in the schedule

This insurance complies with the provisions of any law enacted in the **geographical limits** relating to the compulsory insurance of liability to employees

**You** will repay any sums paid by **us** which **we** would not have been obliged to pay but for the provisions of such law

## Exclusion

No indemnity will be provided in respect of any liability in respect of **bodily injury** for which **you** are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union the United Kingdom of Great Britain and Northern Ireland the Channel Islands or the Isle of Man

## Extensions

Each of the following is subject to the terms of the policy

### 1 Unsatisfied court judgements

Where a judgement for damages has been obtained

- (a) by one of **your employees** or their personal representatives in respect of **bodily injury** caused during any period of insurance and which arises out of and in the course of their employment with **you**
- (b) in any court situated within the **geographical limits**
- (c) against any company or individual operating from premises within the **geographical limits**
- (d) which remains unsatisfied in whole or in part six months after the date of the judgement

**we** will at **your** request pay to the **employee** or their personal representatives the amount of damages and any awarded costs which remain unsatisfied subject to there being no appeal outstanding

Any payment under this extension is conditional upon the judgement being assigned to **us** by the **employee** or their personal representatives

### 2 Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this cover **we** will provide **you** with the following rates of compensation for each day on which attendance is required

Any of **your** directors or partners €350

Any **employee** €125

## Cover 2 – Public & products liability

This insurance is provided on a 'Costs in addition' basis

This means that (with the exception of claims which are brought within the legal jurisdiction of the United States of America or Canada) **legal costs** are payable in addition to the limit of indemnity specified in the schedule

## Cover

**We** will indemnify **you** against **your** legal liability to pay damages arising out of

- (a) accidental **injury** of any person
  - (b) accidental **damage to property**
  - (c) nuisance trespass to land trespass to goods or interference with any easement right of air light water or way
- We** will not provide indemnity in respect of any liability which arises from any deliberate act or omission by **you** which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural consequence of the ordinary conduct of **your business**

happening during the period of insurance and caused either in connection with the **business** or by **products**

**We** will in addition indemnify **you** against **legal costs** other than in respect of any

claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances **legal costs** shall be included within the limit of indemnity

The total amount **we** will pay in respect of damages for

- (a) any one **event**
- (b) all **events** happening during any period of insurance caused by **products**
- (c) all **events** arising from **pollution or contamination** which **we** deem to have occurred during any period of insurance

shall not exceed the limit of indemnity shown in the schedule

Where **we** are liable to indemnify more than one person the total amount of indemnity to all parties including **you** in respect of damages arising from one **event** shall not exceed the limit of indemnity shown in the schedule

## Exclusions

No indemnity will be provided in respect of

- (1) any liability connected directly or indirectly in any way with any error or omission in the provision of professional services
- (2) any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**
- (3) any liability arising from **damage** to property which is owned or held in trust by **you** or which is in **your** custody or control

Exclusion (3) will not apply in respect of

- (a) personal effects including vehicles and their contents belonging to **employees** directors partners or visitors
- (b) premises and their contents not owned by leased or rented by **you** at which **you** are undertaking work in connection with the **business**
- (c) premises including fixtures and fittings hired by or leased rented or borrowed

by **you** but **we** shall not be liable for

- (i) the first €250 of any **damage** other than caused by fire or explosion
  - (ii) liability arising solely under the terms of any contract or agreement
  - (iii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings
- (4) any liability arising from ownership possession or use by **you** or on **your** behalf of
    - (a) any mechanically propelled vehicle
    - (b) any craft designed to travel in on or through water air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast
  - (5) any liability arising directly or indirectly from **pollution or contamination** unless the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance  
For the purposes of this exclusion all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
  - (6) any liability arising from advice design or specification provided whether given for a fee or not
  - (7) **damage** to or the costs of recall removal repair alteration replacement or reinstatement of any **product** supplied or contract work executed by **you** which is caused by
    - (a) a defect
    - (b) its unsuitability for its intended purpose

- (8) any liability arising from any contract in respect of **products** supplied or contract work executed by **you** unless liability would have attached in the absence of that contract
- (9) the costs of remedying any defect or alleged defect in premises which **you** have disposed of
- (10) (a) fines or penalties  
(b) liquidated damages  
(c) any compensation awarded by a court of criminal jurisdiction  
(d) multiplied aggravated exemplary or punitive damages
- (11) any liability arising from  
(a) the use by **you** or on **your** behalf of any premises situated in the United States of America or Canada  
(b) **products** sold or supplied on **your** behalf from any premises situated in the United States of America or Canada  
(c) **products** exported by **you** or on **your** behalf to the United States of America or Canada
- (12) any liability arising from  
(a) **products** incorporated in any craft designed to travel through air or space  
(b) **products** incorporated in any waterborne craft which could affect its safety navigation or propulsion  
(c) **products** incorporated in mechanically propelled vehicles which could affect their safety  
(d) **products** incorporated in gas chemical petrochemical or power generation plant which is directly connected to manufacture processing storage or power generation  
and which have been specifically supplied by **you** for that purpose
- (13) any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of **asbestos**  
However this shall not apply where removing handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken and  
(a) **you** have complied with any legal obligations to manage **asbestos** and  
(b) any discovery of **asbestos** by **you** is unintentional and accidental and  
(c) where upon discovery of **asbestos** all work immediately stops and  
(d) a HSA preferred asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
- (14) arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**
- (15) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union the United Kingdom of Great Britain and Northern Ireland the Channel Islands or the Isle of Man
- (16) **damage** to property in respect of which there is a requirement to effect cover under the R.I.A.I. conditions or any other similar contract clause

## Extensions

Each of the following is subject otherwise to the terms of this policy

### 1 Cross liabilities

If **you** consist of more than one party (and in the case of partnerships this shall mean each individual partner) **we** will indemnify each party in the terms of this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one **event** not exceeding the limit of indemnity

### 2 Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this cover **we** will provide **you** with the following rates of compensation for each day on which attendance is required  
Any of **your** directors or partners €350

Any **employee** €125

### 3 Contingent motor liability

Notwithstanding exclusion 4 regarding vehicles **we** will indemnify **you** alone in respect of legal liability for **injury** or **damage** arising out of the use by any **employee** in the course of the **business** of any mechanically propelled vehicle which is neither owned by nor provided by **you**

**We** will not provide an indemnity in respect of

- (a) **damage** to such vehicle or any property contained or being transported within it
- (b) **injury** or **damage** arising while the vehicle is being driven by **you** or any person who to **your** knowledge does not hold a licence to drive such a vehicle (unless they have

held and are not disqualified for holding or obtaining such a licence)

- (c) circumstances where **you** are entitled to indemnity under any other insurance
- (d) **injury** or **damage** arising outside the **geographical limits**

### 4 Data Protection

#### Definition specific to this extension

##### **Data protection legislation**

means Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the Data Protection Act 2018 (the "DPA") or any subsequent legislation which specifically replaces GDPR or the DPA

**We** will indemnify **you** against **your**

- (a) legal liability to pay damages and **legal costs** for material and non-material damage
- (b) defence costs and prosecution costs awarded against **you**

resulting from any breach or alleged breach of **data protection legislation** happening during the period of insurance arising out of the conduct of **your business**

**We** will not provide any indemnity in respect of

- (i) the payment of fines penalties punitive or exemplary damages
- (ii) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- (iii) liability arising from or caused by a deliberate or intentional act or omission by **you**
- (iv) liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to **you** at the inception of this extension
- (v) legal liability where indemnity is provided by any other insurance

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **data protection legislation** on the basis of an indemnity for claims made during the period of insurance and in the event that a claim is first made against **you** in the period of insurance in respect of **data protection legislation** then the indemnity provided by this extension is extended to indemnify **you** provided that **we** shall not be liable for

- (1) claims not insured by this extension
- (2) any claim or notice notified later than twenty-eight days after receipt of such claim or notice

The total amount **we** will pay in respect of

- (a) shall not exceed the limit of indemnity shown on the schedule
- (b) shall not exceed €100,000 any one claim and in the aggregate any one period of insurance

## 5 Libel and slander

**We** will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of the publication or utterance by **you** or on **your** behalf of a libel or slander provided that

- (a) a claim is first made against **you** during the period of insurance
- (b) this extension shall not apply in respect of
  - (i) claims which arise out of circumstances notified to previous insurers or known to the **Insured** at inception of this extension
  - (ii) publications or utterances made at the direction of any party entitled to indemnity by this section with the knowledge of the libellous or slanderous effect thereof
  - (iii) claims brought outside the **geographical limits**
- (c) for the purposes of this extension the limit of indemnity including **legal costs** is €100,000 any one **event**

## 6 Overseas personal liability

**We** will indemnify **you** and if **you** request any **employee** director or partner of **yours** for personal liability for **injury** or **damage** arising other than in connection with the **business** or any business of the person claiming indemnity while such persons are temporarily outside the **geographical limits** in connection with the **business**

No indemnity will be provided by this extension

- (i) for any liability which attaches solely because of a contract
- (ii) arising out of the ownership or occupation of land or buildings
- (iii) where indemnity is provided by any other insurance
- (iv) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
- (v) arising from any mechanically or electrically propelled vehicle
- (vi) for any liability in respect of **damage** to property belonging to or in the custody or control of or held in trust by **you** or any **employee** director or partner of **yours**

**We** will in addition indemnify **you** against **legal costs** other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances **legal costs** shall be included within the limit of indemnity

The total amount **we** will pay for damages for any one **event** is €2,600,000

## Prosecution defence costs

### Cover

**We** will subject to the limit of indemnity indemnify **you** in respect of

- (a) **legal costs** and expenses incurred with **our** written consent
- (b) costs awarded against **you** in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of
  - (i) the Safety Health and Welfare at Work Act 2005
  - (ii) the Sale of Goods and Supply of Services Act 1980
  - (iii) Liability for Defective Products Act 1991
  - (iv) the Food Safety Authority of Ireland Act 1998

alleged to have been committed during the period of insurance in connection with the **business**

### Exclusions

**We** will not provide any indemnity

- (a) where indemnity is provided by any other insurance
- (b) in circumstances where **injury** or **damage** has occurred which may be the subject of a claim under either the Employers' liability or Public & products liability covers of this section
- (c) in respect of fines or penalties of any kind
- (d) in respect of any costs expenses or reimbursements resulting from an order made under Section 54 or resulting from any charges under Section 21 of the Food Safety Authority of Ireland Act 1998
- (e) where the proceedings have resulted from any deliberate act or omission by
  - (i) **you** or any director or partner of **yours**

- (ii) any **employee** of **yours** who has specific responsibility for compliance with the above legislation

which could reasonably have been expected to constitute a breach of the above legislation

### Limit of indemnity

The total amount **we** will pay in respect of any one claim shall not exceed €500,000

## 6 Legal expenses

### The schedule will show if this section applies and the cover in force

*Note (not forming part of the policy):*

To ensure an expert service the cover under this section has been arranged by us through ARAG Legal Protection Limited (ARAG).

We are responsible for paying any claims under this section but ARAG manage all claim matters and correspondence on our behalf. Claims are usually handled by an appointed representative appointed by ARAG. Claims outside the Republic of Ireland may be dealt with by ARAG offices elsewhere in Europe.

You can phone ARAG at any time for legal advice on any commercial legal problem affecting your business, subject to the laws of the Republic of Ireland, the United Kingdom, the Isle of Man and the Channel Islands.

### 1850 670 747

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, please phone ARAG on 01 670 7470 and ARAG will send you a claim form. ARAG cannot confirm cover for your claim over the phone. Please send your completed claim form or written details of your claim to:

Claims Department  
ARAG Legal Protection Limited (ARAG)  
Europa House  
Harcourt Centre  
Harcourt Street  
Dublin D02 WR20  
Or e-mail to [claims@arag.ie](mailto:claims@arag.ie)

Once you have sent ARAG the details of your claim and if ARAG have accepted it, ARAG will start to resolve your legal problem.

Please do not ask for help from a solicitor or accountant before ARAG have agreed. If you do we will not pay the costs involved.

#### Registered office:

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland

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

### PRIVACY STATEMENT

This is a summary of how ARAG collect, use, share and store personal information. To view ARAG's full privacy statement, please see ARAG's website [www.arag.ie](http://www.arag.ie)

### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. ARAG will hold and process this information in accordance with all relevant data protection regulations and legislation. Should ARAG ask for personal or sensitive information, ARAG undertake that it shall only be used in accordance with ARAG's privacy statement. ARAG may also collect information for other parties such as suppliers ARAG appoint to process the handling of a claim.

## Using personal or sensitive information

The reason ARAG collect personal or sensitive information is to fulfil ARAG's contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, ARAG may need to share personal or sensitive information with other organisations. ARAG will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to ARAG's full privacy statement for full details.

## Keeping personal information

ARAG shall not keep personal information for any longer than necessary.

## Your rights

You have a number of rights in relation to how ARAG hold personal data including; the right to a copy of the personal data ARAG hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when ARAG will not be able to delete personal data, please refer to ARAG's full privacy statement.

## Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

### ***Appointed representative***

means the ***preferred law firm*** law firm accountant or other suitably qualified person appointed to act on the ***insured person's*** behalf

### ***Costs and expenses***

means

#### (1) ***Legal costs***

All reasonable and necessary costs chargeable by the ***appointed representative*** and agreed by ***us*** in accordance with the ***ARAG Standard Terms of Appointment***

Also the costs incurred by opponents in civil cases if an ***insured person*** has been ordered to pay them or pays them with ***our*** agreement

#### (2) ***Accountants' costs***

The costs reasonably incurred by the ***appointed representative*** in accordance with ***ARAG'*** claims handling instructions

#### (3) ***Attendance expenses***

In the event of the ***insured person's*** absence from work ***attendance expenses*** to perform jury service or to attend any court or Workplace Relations Adjudication at the request of the ***appointed representative***  
The maximum ***we*** will pay is the ***insured person's*** net salary or wages for the time that the ***insured person*** is absent from work less any amount ***you*** have paid them or any amount the court or the Workplace Relations Commission has paid or awarded them

The amount **we** will pay for is based on the following

- (a) The time the **insured person** is off work including the time it takes to travel to and from the hearing  
This will be calculated to the nearest half day assuming that a whole day is eight hours
- (b) If the **insured person** works full-time the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages
- (c) If the **insured person** works part-time the salary or wages will be a proportion of the **insured person's** weekly salary or wages

#### **Countries covered**

means

For **insured event 2** - Legal defence (excluding 2(d) Formal investigations and disciplinary hearings and 2(e) Statutory notice appeals) and **insured event 6(b)** – Personal injury

The European Union the United Kingdom of Great Britain and Northern Ireland the Isle of Man the Channel Islands Albania Andorra Bosnia Herzegovina Gibraltar Iceland Liechtenstein Macedonia Monaco Montenegro Norway San Marino Serbia Switzerland and Turkey

For all other **insured events**

The Republic of Ireland

#### **ARAG**

means ARAG Legal Protection Limited.

#### **ARAG Standard Terms of Appointment**

means the terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim which could include a no win no fee agreement

Where a law firm is acting as an **appointed representative** the amount is currently up to a maximum of €150 per hour

#### **Date of occurrence**

means

- (1) For civil cases (other than under **insured event 7** – Tax protection) the date of the event that leads to a claim  
If there is more than one event arising at different times from the same originating cause the **date of occurrence** is the date of the first of these events (this is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it)
- (2) For criminal cases the date the **insured person** began or is alleged to have begun to break the law
- (3) For **insured event 3** – Statutory licence appeal the date when **you** first became aware of the notice of intention or proposal by the relevant licensing or regulatory authority to suspend alter the terms of refuse to renew or cancel **your** licence
- (4) For **insured event 7** – Tax protection
  - (a) when the **insured person** is notified in writing of the intention to carry out a **full revenue audit**
  - (b) and (c) the date when the relevant authority sends an assessment or written decision to **you** following a **single head revenue audit**
- (5) For **insured event 2** – Legal defence (e) Statutory notice appeals the date when the **insured person** is issued with the relevant notice and has the right to appeal

#### **Full revenue audit**

means an extensive examination by the Revenue Commissioner which considers all aspects of **your** tax affairs excluding those audits which are limited to one or more specific aspects of **your** self-assessment and/or corporation tax return (however described by the Revenue Commissioners) and also excluding any reviews conducted by the Revenue Commissioners as part of its review programmes

**Personal Injuries Assessment Board.ie (PIAB)**

means an independent statutory government body which assesses the amount of compensation due to a person who has suffered a personal injury

**Insured event(s)**

means the circumstances in which the insurance provided by this section will operate as described in each separate cover

**Insured person**

means

- (1) The **Insured** and the directors trustees partners managers officers volunteers and workers of the **Insured**
- (2) The estates heirs legal representatives or assigns of any person mentioned in (1) above in the event of such person dying
- (3) A person contracted to perform work for the **Insured** who is in other respects insured by **you** on the same basis as **your** employees and performs work under **your** supervision and direction

**Limit of indemnity**

means the most **we** will pay in **costs and expenses** and any compensation awards payable by **us** for all claims resulting from one or more events arising at the same time or from the same originating cause

Please refer to the policy schedule for this amount

The most **we** will pay for the total of all compensation awards in respect of employment disputes in any one **period of insurance** shall not exceed the aggregate limit as shown in the policy schedule

This aggregate limit will form part of and not be in addition to the **limit of indemnity**

**Period of insurance**

means the period for which **we** have agreed to cover the **Insured**

**Preferred law firm**

means a law firm **ARAG** choose to provide legal or other services

These legal specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **ARAG'** agreed service standard levels which **ARAG** audit regularly

They are appointed according to the **ARAG Standard Terms of Appointment**

**Reasonable prospects**

means

- (1) For civil cases the prospects that the **insured person** will recover losses or damages or a reduction in tax or Pay Related Social Insurance Contribution liabilities (or obtain any other legal remedy which **we** have agreed to including an enforcement of judgment) or make a successful defence must be at least 51% **ARAG** or a **preferred law firm** on **ARAG'** behalf will assess whether there are **reasonable prospects**
- (2) For criminal cases there is no requirement for there to be prospects of a successful outcome
- (3) For all civil and criminal appeals the prospects of a successful outcome must be at least 51%

**Single head revenue audit**

means an examination by the Revenue Commissioners which considers one specific aspect of **your** self-assessment and/or corporation tax return

This includes a standalone VAT or PAYE or PRSI or USC Single Head audit

**Cover**

**We** will indemnify the **insured person** in respect of any **insured event** shown as included in the schedule arising in connection with the **business** as long as

- (a) **reasonable prospects** exist for the duration of the claim and
- (b) the **date of occurrence** of the **insured event** happens during the **period of insurance** and within the **countries covered** and

- (c) any legal proceedings will be dealt with in the **countries covered** by
- a court or
  - any other body which **ARAG** agree to

### What we will pay

**We** will pay an **appointed representative** on the **insured person's** behalf **costs and expenses** incurred following an **insured event** and any employment financial compensation awards that **ARAG** have agreed to provided that

- (1) the most **we** will pay for **costs and expenses** including compensation awards in respect of all claims resulting from one or more events arising at the same time or from the same originating cause is the **limit of indemnity**
- (2) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**

This will vary depending on the type of claim but the hourly amount **we** will pay a law firm will be included within the **ARAG Standard Terms of Appointment**

These will be provided to **you** once **we** accept your claim if it is necessary to issue legal proceedings and **you** choose **your own appointed representative** rather than using a **preferred law firm**

Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type **we** will pay up to a maximum of €150 per hour

- (3) in respect of an appeal or the defence of an appeal the **insured person** must tell **ARAG** within the time limits allowed that they want to appeal Before **we** pay the **costs and expenses** for appeals **ARAG** must agree that **reasonable prospects** exist

- (4) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section **ARAG** must agree that **reasonable prospects** exist
- (5) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most **we** will pay in **costs and expenses** is the value of the likely award
- (6) in respect of **insured event 2** – Legal defence (g) Jury service and court attendance the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court or tribunal pays
- (7) in respect of **insured event 6(b)** Personal injury **we** will pay the application fee required by the **Personal Injuries Assessment Board.ie (PIAB)**

### What we will not pay

In the event of a claim if the **Insured** decides not to use the services of a **preferred law firm you** will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by **us**

## Insured events

### 1 Employment disputes and employment financial compensation awards

- (a) **Employment disputes** **Costs and expenses** to defend the **Insured's** legal rights
- (1) prior to the issue of proceedings before a Workplace Relations Adjudicator court or tribunal following the dismissal of an employee
- or

- (2) in legal proceedings in respect of any dispute with
- (i) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of or relates to a contract of employment with the **Insured** or
  - (ii) an employee prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation

Exclusions

- (i) Employee internal disciplinary or grievance procedures
- (ii) Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 1980 and 2000 or European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation

**(b) Employment financial compensation awards**

Where **ARAG** have accepted a claim under **insured event** 1(a) **we** will pay up to the **limit of indemnity** for any employment financial compensatory award otherwise payable by **you**

Provided that

- (1) in cases relating to performance grievance or conduct of an employee the **Insured** has sought and followed advice from **ARAG'** legal advice service throughout
- (2) for compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **ARAG'** legal advice

- service since the date when **you** should have known about the employment dispute
- (3) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy but not the redundancy payment itself **you** have sought and followed the advice given by ARAG Claims Department prior to serving notice of redundancy
- (4) the compensation award is awarded by a Workplace Relations Adjudicator or Employment Appeals Tribunal or the Labour court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **ARAG**

Exclusions

- (i) Any compensation award relating to the following
  - (a) Trade union activities trade union membership or non-membership industrial or labour arbitration collective bargaining agreements trade union recognition or matters concerning Work Councils
  - (b) Health & Safety related dismissals or any other claims brought under Section 27 or alleged contravention of Section 27 of the Safety, Health and Welfare Work Act 2005
  - (c) Pregnancy or maternity rights paternity parental or adoption rights
  - (d) Civil claims against or statutory rights in relation to trustees of occupational pension schemes
  - (e) Statutory rights in relation to Sunday shop and betting work

- (ii) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto
- (iii) Any award ordered because the **Insured** has failed to provide relevant records to employees under the National Minimum Wage Act 2000 or any amending legislation
- (iv) Claims under the Organisation of Working Time Act where **you** have failed to maintain adequate working time records
- (v) Any employment financial compensation award or increase in employment financial compensation award relating to failure to comply with a current or previous recommendation made by the Workplace Relations Commission or the Labour Court or a tribunal including non-compliance with a reinstatement or re-engagement order
- (vi) Any compensation award relating to personal injury brought as part of the same set of proceedings as a claim accepted under **insured event** 1(a) Employment disputes

### (c) Employee civil legal defence

**Costs and expenses** to defend the **insured person's** (other than the **Insured's**) legal rights if an event arising from their work as an employee leads to civil action being taken against them

- (1) under legislation for unlawful discrimination or
- (2) as trustee of a pension fund set up for the benefit of the **Insured's** employees

**We** will only provide cover for an **insured person** (other than the **Insured**) at the **Insured's** request

### (d) Service occupancy

**Costs and expenses** to pursue a dispute with an employee or ex-employee to recover possession of premises owned by or for which the **Insured** is responsible

Exclusion

Any claim relating to defending the **Insured's** legal rights other than defending a counter-claim

## 2 Legal defence

**Costs and expenses** to defend the **insured person's** legal rights in respect of the following

### (a) Criminal pre-proceedings cover

Prior to the issue of legal proceedings when dealing with the

- Gardaí
- Health & Safety Authority and/or regional Health Boards

where it is alleged that the **insured person** has or may have committed a criminal offence

### (b) Criminal prosecution defence

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction

Provided that in so far as proceedings under the Safety, Health and Welfare at Work Act 2005 are concerned the **countries covered** shall be any place where the Act applies

### (c) Wrongful arrest

Civil action taken against the **Insured** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**

### (d) Formal investigations and disciplinary hearings

Representing the **insured person** throughout a formal investigation or disciplinary hearing by any relevant authority

**(e) Statutory notice appeals**

Representing the **insured person** in an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting the **Insured's** business other than those issued in connection with the **Insured's** licence

**(f) Data protection and Data Protection Commissioner registration**

- (i) If civil action is taken against the **insured person** for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor by
- (a) an individual  
**We** will also pay any compensation award up to the **limit of indemnity** in respect of such a claim
- (b) a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor  
**We** will not pay any compensation award in respect of such a claim
- (ii) Representing the business in appealing against the refusal of the Data Protection Commissioner to register the **Insured's** application for registration

Provided that

- (1) in respect of (f)(i)(a) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **us**

- (2) **we** will not cover the cost of fines imposed by the Data Protection Commissioner or any other regulatory and/or criminal body

**(g) Jury service and court attendance**

An **insured person's** absence from work

- (i) to perform jury service  
(ii) to attend any court or tribunal at the request of the **appointed representative**

Provided that for each of the above sections of Legal defence cover the **Insured** requests cover for the **insured person**

Exclusions

- (i) For (a) Criminal pre-proceedings cover and (b) Criminal prosecution defence cover any criminal investigation or enquiry by with or on behalf of the Revenue Commissioners
- (ii) For (a) Criminal pre-proceedings cover and (b) Criminal prosecution defence cover any claim relating to the **insured person** driving without valid motor insurance
- (iii) For (a) Criminal pre-proceedings cover and (b) Criminal prosecution defence cover any claims arising from parking or obstruction offences
- (iv) Any motor related prosecution where the **Insured** owns or has use of more than 6 motor vehicles for the **business**
- (v) For (e) Statutory notice appeals a Statutory Notice issued by an **insured person's** regulatory or governing body
- (vi) For (f) Data protection and Data Protection Commissioner registration cover any claims relating to
- (i) the loss alteration corruption or distortion of or damage to stored personal data or
- (ii) a reduction in the functionality availability or operation of stored personal data resulting from hacking (unauthorised access) malicious or negligent transfer

(electronic or otherwise) of a computer program that contains any malicious or damaging code computer virus or similar mechanism

### 3 Statutory licence appeal

**Costs and expenses** in an appeal to the relevant statutory or regulatory authority court or tribunal following a decision by a licensing or regulatory authority to suspend or alter the terms of or refuse to renew or cancel the **Insured's** licence

Exclusions

- (i) Assistance with the application process either in relation to an original application or application for renewal of a statutory licence
- (ii) Any licence appeal relating to the ownership driving or use of a motor vehicle

### 4 Contract disputes

**Costs and expenses** in a contractual dispute arising from an agreement or alleged agreement which has been entered into by or on behalf of the **Insured** for the purchase hire sale or provision of goods or of services

Provided that

- (1) the amount in dispute exceeds €300 (excluding VAT) or if the amount is payable in instalments the instalments due and payable at the time of making the claim exceed €300 (excluding VAT)
- (2) if the dispute relates to money owed to the **Insured** a claim under this section is made within 90 days of the money becoming due and payable

Exclusions

- (i) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section

unless equivalent legal expenses insurance was in force immediately before

- (ii) Any claim relating to the following
  - (a) A dispute over the settlement payable under an insurance policy (**we** will cover a dispute if the **Insured's** insurer refuses the **Insured's** claim but not for a dispute over the amount)
  - (b) The
    - sale
    - purchase
    - terms of a lease
    - licence
    - tenancy
 of land or buildings other than a dispute with a professional advisor in connection with these matters
  - (c) A loan mortgage pension guarantee or any other financial product chosen in action and disputes with a professional advisor in connection with these matters
  - (d) A motor vehicle owned by or hired by or leased to the **Insured** other than agreements relating to the sale of motor vehicles where the **Insured** is engaged in the business of selling motor vehicles
- (iii) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **Insured**
- (iv) A dispute which arises out of
  - (a) the sale or provision of computer hardware software systems or services
  - (b) the purchase or hire of computer hardware software systems or services tailored by a supplier to the **Insured's** own specification
- (v) A dispute arising from a breach or alleged breach of professional duty by an **insured person**

- (vi) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists
- (vii) The first €600 of **legal costs** unless the dispute is to be dealt with under the Small Claims Court Procedure

## 5 Debt recovery

**Costs and expenses** in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services including enforcement of judgments

Provided that

- (1) the debt exceeds €300 (excluding VAT)
- (2) the claim is made within 90 days of the money becoming due and payable
- (3) **we** have the right to select the method of enforcement or to forego enforcing judgment if **we** are not satisfied that there are or will be sufficient assets available to satisfy judgment

Exclusions

- (i) Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section unless equivalent legal expenses insurance was in force immediately before
- (ii) Any claim relating to the following
  - (a) The settlement payable under an insurance policy
  - (b) The
    - sale
    - purchase
    - terms of a lease
    - licence
    - tenancy
 of land or buildings
  - (c) A loan mortgage pension guarantee or any other financial product and choses in action

- (d) A motor vehicle owned by or hired by or leased to the **Insured** other than agreements relating to the sale of motor vehicles where the **Insured** is engaged in the business of selling motor vehicles
- (iii) A dispute which arises out of the purchase hire sale or provision of computer hardware software systems or services
- (iv) The recovery of money and interest due from another party where the other party intimates that a defence exists
- (v) Any dispute which arises from debts the **Insured** has purchased from a third party

## 6 Property protection and personal injury

### (a) Property protection

- (1) **Costs and expenses** in a civil dispute relating to material property which is owned by or the responsibility of the **Insured** provided that the **Insured** has established the legal ownership or right to the land that is the subject of the dispute following
  - (a) any event which causes physical damage to such material property
  - or
  - (b) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land or some right over or in connection with it)
  - or
  - (c) a trespass

Exclusions

Any claim relating to the following

- (i) A contract entered into by the **Insured**
- (ii) Goods in transit or goods lent or hired out

- (iii) Goods at premises other than those occupied by the **Insured** unless the goods are at such premises for the purpose of installations or use in work to be carried out by the **Insured**
- (iv) Mining subsidence
- (v) Defending the **Insured's** legal rights other than in defending a counter-claim
- (vi) A motor vehicle owned by or used by or hired by or leased to an **insured person** (other than damage to motor vehicles where the **Insured** is engaged in the business of selling motor vehicles)
- (vii) The enforcement of a covenant by or against the **Insured**

#### (b) Personal injury

At the **Insured's** request **we** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them

This includes assisting the **insured person** (and family member if applicable) through **ARAG'** claims and legal advice service to register their claim with the **Personal Injuries Assessment Board.ie (PIAB)**

#### Exclusions

Any claim relating to the following

- (i) Any illness or bodily injury that develops gradually
- (ii) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- (iii) Defending an **insured person's** and their family members' legal rights other than in defending a counter-claim
- (iv) A motor vehicle owned by or used by or hired or leased to an **insured person** or their family members

- (v) The cost of obtaining a medical report when registering with the **Personal Injuries Assessment Board.ie (PIAB)**

## 7 Tax protection

**Costs and expenses** for an **appointed representative** to act on behalf of the **Insured** and at the request of the **Insured** the directors trustees and partners of the **Insured** in the event that one of the following enquiries is undertaken in direct connection with the activities of the **business**

#### (a) Revenue audits

**We** will pay **accountant's costs** in respect of a **full revenue audit** carried out by the Revenue Commissioners into **your** business accounts and represent **you** in any subsequent appeal proceedings following the **full revenue audit**

#### (b) Employer's compliance

**We** will represent **you** in any appeal proceedings in respect of a dispute concerning **your** compliance with Pay As You Earn or Social Insurance Contribution Regulations following a **single head revenue audit** by the Revenue Commissioners or the Department of Social Community and Family Affairs

#### (c) VAT disputes

**We** will represent **you** in any appeal proceedings following a **single head revenue audit** carried out by the Revenue Commissioners in respect of Value Added Tax due

Provided that

- (1) for all **insured events** the **Insured** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed
- (2) the **Insured** and the **appointed representative** comply with **ARAG'** claims handling instructions throughout the course of the claim

#### Exclusions

- (i) A **single head revenue audit** in respect of Value Added Tax or Pay As You Earn or Social Insurance Contribution Regulations or Universal Social Charge
- (ii) Any **insured event** arising from a tax avoidance scheme
- (iii) Any **insured event** caused by the failure to register for Value Added Tax
- (iv) Any **insured event** arising from any investigation or enquiry undertaken by the Revenue Commissioners into **your** alleged dishonesty or **your** alleged criminal activities
- (v) Reviews conducted by the Revenue Commissioners as part of its review programmes

*Note (not forming part of the policy):*

#### **How we deal with Tax protection claims under this section**

#### **(A step by step guide to your tax claim)**

Your business is required by law to submit accounts and pay tax to the Revenue Commissioners. This section will pay your accountant's costs if the Revenue Commissioners carry out a full revenue audit of your business accounts provided that these guidelines are followed.

Please note:

Single head revenue audits in respect of VAT, PAYE or Social Insurance Regulations are not covered under this policy.

#### **Notifying us of your claim**

- (1) If you receive notification from the Revenue Commissioners, you or your accountant can contact ARAG by phone on **01 670 7470**.

ARAG can send you a claim form and give you advice about how to make your claim. ARAG cannot confirm cover for your claim over the phone.

- (2) When ARAG receive the information they need to help you with your claim ARAG will appoint an accountant to act for you. If you wish ARAG to appoint your own accountant you must send ARAG the person's name and address when you send them your completed claim form. The accountant appointed by ARAG to act for you is referred to as the "appointed representative" in your policy and in the guidelines below. We will not pay for any accountant's costs that have been incurred for work carried out before we have accepted your claim.

#### **Handling your claim**

- (1) ARAG Tax Protection covers the cost of representing you in a full revenue audit and in any appeal proceedings in respect of a Revenue Audit
- (2) Once ARAG have accepted your claim and have arranged for an appointed representative to deal with it, ARAG will agree with the appointed representative what work is to be carried out on your behalf and the fees that are to be covered under your policy.

If it is not possible to agree a budget with the appointed representative, we reserve the right to limit the sum payable under the policy to an amount that is necessary and reasonable in the circumstances.

- (3) The Revenue Commissioners will request information about your accounts. The appointed representative will prepare this information. They may also be required to meet with the Revenue Commissioners. Your policy will cover the cost of any necessary meetings provided that ARAG have consented to your accountant attending. If it is not possible to negotiate a settlement with the

Revenue Commissioners and you wish to appeal against the tax demanded we will pay for the appointed representative to represent you in appeal proceedings provided that reasonable prospects exist.

- (4) If at any time during the full revenue audit the level of fees that we have agreed with the appointed representative is expected to change we must be informed of any additional work considered necessary and agree in advance any additional fees to be paid under your policy.

### When we cannot help

- (1) Please note it is a condition of your policy that you have taken reasonable care to ensure all returns are complete and correct and are submitted within the statutory time limits allowed.
- (2) If the appointed representative has to carry out routine accounting or corrective work you will need to pay any fees for this out of your own funds. It is not normally considered appropriate for accountants to carry out review work on records prior to submission to the Revenue Commissioners but if the appointed representative considers this is necessary we will pay the cost of this provided that we have consented to the work being carried out.
- (3) We will not pay costs that have been incurred because the appointed representative has failed to follow the procedures we have specified or has charged fees that we have not agreed to pay.
- (4) Please note the exclusions on your policy in relation to dishonesty, and all other terms and conditions applying to the policy.

### Settling your claim

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

### Other types of tax protection claims

Appeals following a single head revenue audit by the Revenue Commissioners or Department of Social Community and Family Affairs arising from Employers' compliance with PAYE or PRSI, appeals in relation to VAT assessments following a single head revenue audit are also covered by this section.

If you need to notify ARAG of a claim that arises from any of these circumstances please follow the instructions outlined in (1) and (2) above '**Notifying us of your claim**'. ARAG will adopt a similar approach when dealing with these claims as for Revenue Audits (refer to '**Handling your claim**' above) although the actual work carried out by the appointed representative will differ. Please note ARAG cannot cover disputes with the Revenue Commissioners that result from your failure to register your business for VAT.

### Conditions

- 1 (a) On receiving a claim if representation is necessary **ARAG** will appoint a **preferred law firm** or in-house lawyer as the **Insured's appointed representative** to deal with the **Insured's** claim  
They will try to settle the **Insured's** claim by negotiation without having to go to court
- (b) If the appointed **preferred law firm** or in-house lawyer cannot negotiate settlement of the **Insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then the

**Insured** may choose a law firm or tax expert to act as the **appointed representative** **ARAG** will choose the **appointed representative** to represent the **Insured** in any proceedings where **we** are liable to pay a compensation award

- (c) If the **Insured** chooses a law firm as their **appointed representative** who is not a **preferred law firm** **ARAG** will give the **Insured's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**

However if they refuse to act on this basis the most **we** will pay is the hourly amount **we** would have paid if they had agreed to the **ARAG Standard Terms of Appointment** and in those circumstances **you** would be liable for **costs and expenses** which exceed those included within the **ARAG Standard Terms of Appointment**

These will be provided to **you** once **we** accept **your** claim if it is necessary to issue legal proceedings and **you** choose **your** own **appointed representative** rather than using a **preferred law firm**

Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type **we** will pay up to a maximum of €150 per hour

- (d) The **appointed representative** must co-operate with **ARAG** at all times and must keep **ARAG** up to date with the progress of the claim

- 2** An **insured person** must
- (a) co-operate fully with **ARAG** and the **appointed representative**
  - (b) give the **appointed representative** any instructions that **ARAG** ask them to

- 3**
  - (a) An **insured person** must tell **ARAG** if anyone offers to settle a claim and must not negotiate or agree to any settlement without written consent from **ARAG**
  - (b) If an **insured person** does not accept a reasonable offer to settle a claim **we** may refuse to pay further **costs and expenses**
  - (c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action  
In these circumstances an **insured person** must allow **ARAG** to take over and pursue or settle a claim in their name  
An **insured person** must allow **ARAG** to pursue at **our** expense and for **our** benefit any claim for compensation against any other person and an **insured person** must give **ARAG** all the information and help **ARAG** need to do so
- 4**
  - (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed assessed or audited if **ARAG** ask for this
  - (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered
- 5** If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason the cover **we** provide will end immediately unless **ARAG** agree to appoint another **appointed representative**

- 6** (a) If an **insured person** settles a claim or withdraws their claim without **ARAG**' agreement or does not give suitable instructions to the **appointed representative we** can withdraw cover and will be entitled to reclaim any **costs and expenses we** have paid
- (b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once  
**We** will pay any **costs and expenses** and compensation awards **we** have agreed to up to the date cover was withdrawn

- 7** **ARAG** may require the **Insured** to get at the **Insured's** own expense an opinion from an expert that **ARAG** consider appropriate on the merits of the claim or proceedings or on a legal principle  
The expert must be approved in advance by **ARAG** and the cost agreed in writing between the **Insured** and **ARAG**

Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured** will recover damages (or obtain any other legal remedy that **ARAG** have agreed to) or make a successful defence

- 8** If there is a disagreement between the **Insured** and **ARAG** about the handling of a claim and it is not resolved through **ARAG**' internal complaints procedure and the **Insured** is a small business they can contact the Financial Services and Pensions Ombudsman (FSPO) for help  
Details available from [www.fspo.ie](http://www.fspo.ie)  
Alternatively there is a separate arbitration process (this applies to all size of business)  
The arbitrator will be a barrister chosen jointly by the **Insured** and **ARAG**  
If there is a disagreement over the choice of arbitrator **ARAG** will ask the

Chartered Institute of Arbitrators to decide

- 9** An **insured person** must
- keep to the terms and conditions of this policy
  - take reasonable steps to avoid and prevent claims
  - take reasonable steps to avoid incurring unnecessary costs
  - send everything **ARAG** ask for in writing
  - give **ARAG** full and factual details of any claim and give **ARAG** any information they need and
  - report any claim to **ARAG** as soon as they become aware of it and within 180 days of the date they should have known about it
- 10.** All Acts of the Oireachtas within the policy wording shall include any subsequent amendment or replacement legislation

## Exclusions

- Costs and expenses** incurred before the written acceptance of a claim by **ARAG**
- Fines penalties compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured event** 1(b) – Employment financial compensation awards and **insured event** 2(f)(i)(a) – Data protection and Data Protection Commissioner registration
- Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements
- Any claim relating to rights under a franchise or agency agreement entered into by the **Insured**
- Any **insured event** deliberately or intentionally caused by an **insured person**

- 6** A dispute with **ARAG** not otherwise dealt with under Condition 8 of this section
- 7** Any claim relating to a shareholding or partnership share in the business unless such shareholding was acquired under a scheme open to all employees of the **Insured** or a substantial number of them of a certain minimum grade other than the directors trustees or partners of the **Insured**
- 8** **Costs and expenses** arising from or relating to judicial review coroner's inquest or fatal accident inquiry or injunctions  
This exclusion does not apply to **insured event** 6(b) Personal injury
- 9** Any legal action an **insured person** takes which **ARAG** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **ARAG** or the **appointed representative**
- 10** When either at the commencement of or during the course of a claim
- (a) the **Insured** is declared bankrupt
  - (b) the **Insured** has filed a bankruptcy petition
  - (c) the **Insured** has filed a winding-up petition
  - (d) the **Insured** has made an arrangement with the **Insured's** creditors
  - (e) the **Insured** has entered into a deed of arrangement
  - (f) the **Insured** is in liquidation
  - (g) part or all of the **Insured's** affairs or property are in the care or control of a receiver or administrator
- This exclusion applies to all **insured events** other than 1(a) Employment disputes and 1(b) Employment financial compensation awards and 2 Legal defence
- 11** Any claim relating to written or verbal remarks that damage the **insured person's** reputation
- 12** Any claim where an **insured person** is not represented by a law firm barrister or tax expert

# 7 Money with assault extension

**The schedule will show if this section applies and the cover in force**

## Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

### **Bodily injury**

means bodily injury resulting directly and independently of any other cause within 24 calendar months in disablement or death

### **Business hours**

means any time when anyone with responsibility for **money** is in attendance at the **premises** for the purpose of **your business**

### **Deferment period**

means the initial period specified in the schedule following **bodily injury** during which the **temporary total disablement** benefit is not payable

### **Insured person**

means any employee of the **Insured**

### **Loss of eye(s)**

means total and irrecoverable loss of sight of an eye or eyes

### **Loss of limb(s)**

means loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs

### **Medical expenses**

means the cost of medical surgical dental or other remedial attention treatment or appliances given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the **insured person**

### **Money**

means current notes and coins cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders money orders securities for money crossed bankers drafts unused postage stamps travellers cheques Premium Bonds credit and debit card sales vouchers value added tax purchase vouchers gift tokens and unused credit on postal franking machines belonging to **you** or for which **you** are responsible and pertaining to the **business**

### **Money in transit**

means **money** other than **non-negotiable money** in transit whilst in **personal custody** or in a bank night safe until the bank accepts responsibility

### **Non-negotiable money**

means crossed cheques (other than pre-signed blank cheques) crossed postal orders crossed money orders crossed bankers drafts Premium Bonds credit and debit card sales vouchers value added tax purchase vouchers and unused credit on postal franking machines

### **Other money**

means **money** other than **non-negotiable money**

**Permanent total disablement**

means permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)**) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

**Personal custody**

means within the immediate personal control of **you** or any other responsible person authorised by **you**

**Temporary total disablement**

means disablement from engaging in or giving attention to usual profession trade business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

**Cover A – Money**

**We** will indemnify **you** in respect of loss of **money** happening during the period of insurance anywhere in the **geographical limits**

**Our** liability in respect of any one loss shall not exceed the amount stated in the schedule

**Extensions**

The insurance by this section is extended to include the following

**1 Damage to safes**

**We** will indemnify **you** against **damage** to any safe strongroom or cash carrying bag belonging to **you** or for which **you** are responsible arising in connection with theft or attempted theft of insured **money**

**2 Damage to clothing and personal effects**

**We** will indemnify **you** against **damage** to clothing and personal effects belonging to **you** or any of **your** directors or employees up to an amount of €750 per person arising in connection with theft or attempted theft of insured **money**

**3 Dishonesty of employee**

**We** will indemnify **you** against loss due to the dishonesty of any director or employee of the **Insured** provided that

- (i) such loss is not insured by a specific fidelity section or policy
- (ii) the loss is discovered within 28 days of the occurrence
- (iii) **our** liability for such loss shall not exceed €3,000 per person nor €7,500 in total in any one period of insurance

## Exclusions

**We** shall not be liable in respect of loss

- (1) due to dishonesty of any director or employee of the **Insured** other than as provided for by Extension (3) above
- (2) whilst the **money** is in the custody or control of a professional carrier
- (3) during transit by unregistered post
- (4) from an unattended vehicle
- (5) from any gaming or vending machine unless shown otherwise in the schedule
- (6) due to clerical or accounting errors depreciation in value unexplained shortage dishonoured cheques or to the use of counterfeit money
- (7) in excess of the 'in any other circumstances' limit shown in the schedule of **other money** from any room left unattended and unlocked unless this occurs during **business hours** and such **other money** is contained in a locked safe cupboard or desk with the key held in **personal custody**
- (8) of completed credit or debit card sales vouchers unless a copy of each voucher is at all times kept in a secure place separate from its counterpart

## Special condition

### Safe keys

It is a **condition precedent to liability** in respect of loss of **money** from a locked safe or locked strongroom that all keys (except those deposited with a bank) for safes and strongrooms containing **money** and notes of combination locks letters and numbers must be held in **personal custody**

## Cover B – Assault extension

If during the period of insurance an **insured person** sustains **bodily injury** in the course of their employment by **you** as a direct result of robbery or hold-up or any attempt thereat **we** will pay the appropriate benefit

### Scale of benefits

The level of benefits are shown in the schedule

If the benefits are expressed in units one unit provides the following

- 1 Death  
€3,750
- 2 **Loss of limb(s) or loss of eye(s)**  
€3,750
- 3 **Permanent total disablement**  
€3,750
- 4 **Temporary total disablement**  
€37.50 per week
- 5 **Medical expenses**  
Maximum of 15% of the benefits payable under 4 above

## Extension

### Hospital benefit and dental expenses

If during the period of insurance an **insured person** sustains bodily injury in the course of their employment by **you** as a direct result of robbery or hold up or any attempt thereat **we** will pay

- (a) dental expenses incurred by the **insured person**  
Limit €750
- (b) €30 a day up to €300 if as a result of the **bodily injury** the **insured person** goes into hospital for in-patient treatment

## Exclusions

**We** shall not be liable for **bodily injury**

- (1) arising from wilful exposure to needless peril (except in an attempt to save human life)
- (2) sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 70 years

## Special conditions

- 1 Benefit shall not be payable in respect of any **insured person** for any later accident after an accident giving rise to a claim other than for **temporary total disablement**
- 2 Benefit for **permanent total disablement** may be payable following benefit for **temporary total disablement**
- 3 Other than 2 above one benefit only shall be payable in respect of any one **insured person** in connection with the same accident
- 4 A receipt given by **you** or by **your** legal personal representatives shall be a valid discharge of **our** liability under this section
- 5 No compensation shall become payable until the total amount shall have been ascertained and agreed save that periodic payments on account of **temporary total disablement** may be made by **us**

## 8 Goods in transit

**The schedule will show if this section applies and the cover in force**

### Definition

Each time the following appears in this section in **bold italic** type (or in capital letters in the schedule) it will take the specific meaning shown below

Where it is not highlighted in this manner the normal everyday meaning will apply

### **Whilst in transit**

means

- (a) whilst being loaded on to or unloaded from the vehicle used for the transit
- (b) whilst temporarily on or in the vehicle during transit
- (c) whilst on the vehicle on a vehicle ferry during direct sea transits between parts of the **geographical limits**

### Cover

**We** will indemnify **you** (by payment up to the value of the insured property at the time of loss or at **our** option by repair reinstatement or replacement) in respect of **damage** to any part of the property by any cause not specifically excluded happening during the period of insurance **whilst in transit** by any road vehicle operated by **you** or by road hauliers or sent by parcel post or rail as described in the schedule anywhere in the **geographical limits**

Provided that **our** liability during any one period of insurance shall not exceed in respect of any vehicle or consignment the limits stated in the schedule

### Memorandum

#### Underinsurance

If the value of the property insured by this section on or in any vehicle or consignment is at the time of **damage** of greater value than the appropriate limit any one vehicle or consignment shown in the schedule **you** shall be considered as being **your** own insurer for the difference and shall bear a rateable share of the loss accordingly

### Exclusions

**We** shall not be liable for

- (1) **damage** caused by or arising from packing inadequate to withstand normal handling during transit
- (2) **damage** to
  - (a) money securities bills of exchange deeds manuscripts documents business books computer systems records patterns models moulds plans and designs
  - (b) bullion gold and silver articles precious metals stones jewellery and furs
  - (c) non-ferrous metals tobacco cigarettes cigars wines spirits radios television sets audio and video equipment discs cassettes and livestock
  - (d) explosives and other dangerous goods unless specifically mentioned as being insured
- (3) **damage** caused by or arising from
  - (a) wear and tear moth vermin insects mildew rust contamination electrical or mechanical derangement unless caused by external means inherent vice or nature of the property
  - (b) deterioration depreciation delay in transit loss of market or other consequential loss

- (c) riot civil commotion strikes  
confiscation requisition destruction  
or damage by order of the  
Government or any Public Local  
or Customs Authority
- (4) **damage** to property on open vehicles  
caused by
  - (a) the weather unless the property  
is suitably protected
  - (b) theft or attempted theft
- (5) deterioration of refrigerated goods  
following breakdown or failure of  
refrigeration equipment unless such  
failure or breakdown is due to an  
accident to the vehicle
- (6) **damage** resulting from theft or  
attempted theft
  - (a) committed assisted brought about  
or connived at by any of **your**  
directors employees or volunteers
  - (b) from any unattended vehicle unless
    - (i) all doors windows and other  
points of access have been  
closed and locked and any  
security devices correctly set  
to operate and all keys removed  
from the vehicle
    - (ii) during the hours from 9pm to  
6am such vehicle is housed  
in a securely locked building or  
guarded security park

## 9 Personal accident

**The schedule will show if this section applies and the cover in force**

### Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

#### **Accidental bodily injury**

means bodily injury resulting directly and independently of any other cause within 24 calendar months in disablement or death

#### **Deferment period**

means the initial period specified in the schedule following **accidental bodily injury** during which the **temporary total disablement** benefit is not payable

#### **Insured person**

means as specified in the schedule

#### **Loss of eye(s)**

means total and irrecoverable loss of sight of an eye or eyes

#### **Loss of limb(s)**

means loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs

#### **Medical expenses**

means the cost of medical surgical dental or other remedial attention treatment or appliances given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the **insured person**

#### **Permanent total disablement**

means permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)**) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

#### **Temporary total disablement**

means disablement from engaging in or giving attention to usual profession trade business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

### Cover

If during the period of insurance an **insured person** sustains **accidental bodily injury**

- (1) at any time if Cover A applies
- (2) arising out of and in the course of their employment by **you** if Cover B applies

**we** will pay the appropriate benefit

#### **Cover operative (A) or (B)**

As specified in the schedule

#### **Scale of benefits**

The level of benefits are shown in the schedule

If the benefits are expressed in units one unit provides the following

- 1** Death  
€3,750
- 2** **Loss of limb(s)** or **loss of eye(s)**  
€3,750
- 3** **Permanent total disablement**  
€3,750
- 4** **Temporary total disablement**  
€37.50 per week
- 5** **Medical expenses**  
Maximum of 15% of the benefits payable under 4 above

## Extensions

### 1 Hospital benefit and dental expenses

If during the period of insurance an **insured person** sustains bodily injury

- (1) arising out of and in the course of their employment by **you** if Cover B applies
- (2) at any time if Cover A applies

**We** will pay

- (a) dental expenses incurred by the **insured person**  
Limit €750
- (b) €30 a day up to €300 if as a result of the bodily injury the **insured person** goes into hospital for in-patient treatment

### 2 Clothing and personal effects

If **we** accept a claim for bodily injury under this section **we** will pay for the **insured person's** clothing and personal effects damaged at the same time up to an amount of €750 per person such amount being in addition to any amount recoverable under the Property damage section

Excluding any claim where **we** have paid for personal effects under the Money with assault section of this policy

## Exclusions

**We** shall not be liable for **accidental bodily injury**

- (1) arising from
  - (a) any consequence of suicide or deliberate self-injury intemperance venereal disease insanity pregnancy childbirth the influence of drugs unless such drugs are taken as prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction
  - (b) any health problem which ought reasonably to have been within the knowledge and belief of the **insured person** or **you** at inception of this insurance or prior to the latest renewal thereof and which has not been declared to and accepted in writing by **us**
  - (c) wilful exposure to needless peril (except in an attempt to save human life)
  - (d) any **insured person** taking part in practising or training for any of the excluded activities
- (2) sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 70 years

## Excluded activities

- Aqualung diving
- Flying  
(except as a fare-paying passenger)  
hang-gliding or parachuting
- Hunting on horseback polo  
showjumping or steeple chasing
- Driving riding or sailing in any  
kind of race
- Riding motor cycles or motor scooters  
as a driver or passenger
- Winter sports other than curling  
or ice-skating
- Football other than amateur association  
football amateur rugby football gaelic  
football and hurling
- Mountaineering cliff or rock-climbing  
abseiling gully bashing subterranean or  
elastic rope sports or activities
- Any pursuit or activity involving  
personal danger or hazard
- Playing in any sport professionally
- Service in the armed forces

## Special conditions

- 1 Benefit shall not be payable in respect of any **insured person** for any later accident after an accident giving rise to a claim other than for **temporary total disablement**
- 2 Benefit for **permanent total disablement** may be payable following benefit for **temporary total disablement**
- 3 Other than 2 above one benefit only shall be payable in respect of any one **insured person** in connection with the same accident
- 4 A receipt given by **you** or by **your** legal personal representatives shall be a valid discharge of **our** liability under this section
- 5 No compensation shall become payable until the total amount shall have been ascertained and agreed save that periodic payments on account of **temporary total disablement** may be made by **us**

# General information

## Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

### For all complaints other than Legal expenses complaints, contact us at:

Ecclesiastical Insurance Office plc  
2nd Floor  
Block F2  
Eastpoint  
Dublin 3  
D03 T6P8

Tel: 01 619 0300

Email: [complaints@ecclesiastical.com](mailto:complaints@ecclesiastical.com)

### For Legal expenses complaints, contact:

ARAG Legal Protection Limited (ARAG),  
Europa House,  
Harcourt Centre,  
Harcourt Street,  
Dublin 2,  
D02 WR20

Tel: 01 670 7470

Email: [customerrelations@arag.ie](mailto:customerrelations@arag.ie)

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

## Our promise to you

- We will investigate your complaint and provide you with the name of your point of contact in relation to your complaint.
- We will keep you informed of the progress of your complaint with regular written updates on the progress of our investigation at intervals no greater than 20 business days.
- We shall attempt to investigate and fully resolve your complaint within 40 business days and will furnish you with the findings of our investigation into your complaint within five business days of completion of our investigation.

- We will use feedback from your complaint to improve our service.

If you're not entirely satisfied with our handling of and final response to your complaint, or if we have not completed our investigation in 40 business days, we'll inform you of your right to take your complaint to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman,  
Lincoln House,  
Lincoln Place,  
Dublin 2  
D02 VH29

Tel: 01 567 7000

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

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

The Financial Services and Pensions Ombudsman can investigate complaints from all customers, except limited liability companies which have a turnover of €3m and above.

This complaints handling procedure does not affect your right to take legal proceedings.

## The Insurance Compensation Fund

This was established under the Insurance Act 1964 amended by the Insurance (Amendment) Act 2011. The fund is designed to facilitate payments to policyholders in relation to risks in Ireland where an Irish-authorized non-life insurer or a non-life insurer authorised in another EU Member State goes into liquidation or administration. Not all policyholder liabilities are covered by the fund. A sum due to a commercial policyholder may not be paid out of the fund unless the sum is due in respect of the liability to an individual.

For further information on the scheme you can visit the Central Bank website at [www.centralbank.ie](http://www.centralbank.ie)

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.  
Our permitted business is general insurance.

**You can check this on the FCA's register by  
visiting the FCA's website**

**[www.fca.org.uk/register](http://www.fca.org.uk/register)**

**or by contacting the FCA on  
0044 207 066 1000**

For further information on any of our products or services, please speak to your broker.

Or visit us at

**[www.ecclesiastical.ie](http://www.ecclesiastical.ie)**

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on **01 619 0300**.

You can also tell us if you would like to always receive literature in another format.



Ecclesiastical Insurance Office plc is regulated by the Central Bank of Ireland.

Ecclesiastical Insurance Office plc Reg. No. 24869. Registered in England at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. Registered Branch in Dublin, Ireland. Reg No. 902180. 2nd Floor, Block F2, EastPoint, Dublin 3. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom (Firm Reference Number 113848).