

Zurich HelpPoint®



# Commercial Property Fire and Perils Insurance

Policy Document





## **Contents of the Policy**

	Page
The Contract of Insurance	4
General Definitions	5
General Conditions	5
General Claims Conditions	7
General Exclusions	9
Fire and Additional Perils Section	10
Business Interruption Section	22
Book Debts Section	35
Burglary Section	38
Money Section	40
Glass Section	43
Goods In Transit Section	44
Business 'All-Risks' Section	46
Complaints Procedure	47
Data Protection	47
Customer Information	48

## The Contract of Insurance

### **Commercial Property Fire and Perils Insurance**

Zurich Insurance plc (The Insurer) having accepted the first or any renewal premium for this Policy agrees subject to the terms and conditions herein to indemnify the Insured named in the Schedule, if any of the within mentioned contingencies occurs during the period of insurance stated in the Schedule or during any subsequent period for which the Insurer shall have accepted the premium required for renewal of the Policy.

Compliance with all the terms provisions conditions and endorsements of the Policy shall be a condition precedent to the right of the Insured to recover under this Policy.

The proposal and declaration signed by the Insured and particulars in writing submitted by or on behalf of the Insured or the Insurer shall be the basis of the contract and be held to be incorporated herein.

For and on behalf of Zurich Insurance plc ('Zurich')



**Ken Norgrove**

Chief Executive Officer Ireland

For your own protection you are recommended to read your Policy and all its Conditions to ensure that it is in accordance with your intentions.

## General Definitions

### **Damage or Damaged**

The words "Damage or Damaged", shall mean loss or destruction of or damage to the Property Insured.

### **Consequential Loss**

The words "Consequential Loss", shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

## General Conditions

### **1. Interpretation**

The Schedule and any endorsements attaching thereto and the Sections form part of this Policy and the expression "this Policy" wherever used in this Contract shall be read as including the said Schedule, Endorsements and Sections. Any word or expression to which a specific meaning has been attached in any part of any Section shall bear such meaning wherever it may appear in such Section.

### **2. Misrepresentation**

This Policy shall at the option of the Insurer be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

### **3. Alteration**

This Policy shall be avoided with respect to any of the property insured in regard to which there may be any alteration after the commencement of this insurance

- (a) by removal, (except as provided herein)  
or
- (b) whereby the risk of **Damage** is increased,  
or
- (c) whereby the interest of the Insured ceases except by will or operation of law  
unless admitted by the Insurer in writing.

### **4. Reinstatement by the Insurer**

If any property is to be reinstated or replaced by the Insurer the Insured shall at his own expense provide all such plans, documents, books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not be bound to expend in respect of any one of the items insured more than its sum insured.

### **5. Subrogation**

The Insurers shall be entitled to take benefit of any rights of the Insured against any other party before or after the Insured has received indemnification under this Policy and the Insured shall give all assistance as may be reasonably required by the Insurer.

### **6. Precautions by the Insured**

The Insured shall

- (a) Take all reasonable precautions for the safety of the property insured.
- (b) At all times exercise reasonable care in ensuring that the premises, ways, plant and machinery are maintained in a satisfactory state of repair and fit for the purpose for which they are used and that all reasonable safeguards against accident are provided and used.
- (c) Take all reasonable precautions to prevent loss, destruction, **Damage**.
- (d) Comply with all statutory requirements or other obligations and regulations imposed by any Authority.
- (e) On the discovery of any defect in the premises, ways, plant and/or machinery cause such additional precaution to be taken as the circumstances may require until such defect has been remedied.

#### **7. Warranties**

Every warranty to which this policy or any item thereof is or maybe made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this policy. Non-compliance with any such warranty in so far as it increases the risk of **Damage** shall be a bar to any claim in respect of such **Damage** provided that whenever this policy is renewed a claim in respect of **Damage** occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

#### **8. Cancellation**

The Insurer may cancel this Policy or any Section thereof at any time by sending fourteen days notice by registered post to the Insured at the Insured's last known address and in such event the Insured shall become entitled to a return of a proportionate part of the premium (provided the premium has been paid to the Insurer) corresponding to the unexpired period of insurance.

#### **9. Premium Adjustment**

If any part of the premium is calculated on estimates furnished by the Insured, the Insured shall

- (a) Keep an accurate record containing all particulars relative thereto.
- (b) If requested allow the Insurer to inspect such records.

#### **10. Instalment Premium Clause**

Where the Insured has agreed under a separate credit agreement to pay his premium by instalments, any default in payment on the due date will automatically terminate the policy cover immediately from the date of such default.

#### **11. Stamp Duty**

Stamp Duty has been or will be paid in accordance with the provisions of Section 19 of the Finance Act 1950, as amended.

#### **12. Currency**

It is understood and agreed that the currency of all premiums, sums insured, indemnities and excesses shown in the Schedule of this Policy or any renewal notice or endorsement relating thereto shall be deemed to be Euros.

#### **13. Insurance Act 1936**

All monies which become or may become due and payable by the Insurer under this policy shall in accordance with Section 93 of the Insurance Act, 1936, be paid and payable in Ireland.

## General Claims Conditions

### 1. Action by the Insured

- A. (a) In the event of **Damage** the Insured shall
- notify the Insurer immediately
  - notify the Police Authority immediately it becomes evident that any **Damage** has been caused by Malicious Persons
  - carry out and permit to be taken any action which may be reasonably practicable to prevent further **Damage**
  - deliver to the Insurer at the Insured's expense
    - (i) full information in writing of the property lost destroyed or **Damaged** and of the amount of **Damage**
    - (ii) details of any other insurances on any property hereby insured within 30 days after such **Damage** (7 days in the case of **Damage** caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Insurer may allow
    - (iii) all such proofs and information relating to the claim as may reasonably be required
    - (iv) if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.
- (b) No claim under this policy shall be payable unless the terms of this condition have been complied with.
- B. (a) In the event of any **Damage** in consequence of which a claim is or may be made under the Business Interruption Section of this policy the Insured shall
- notify the Insurer immediately
  - deliver to the Insurer at the Insured's expense within 7 days of its happening full details of **Damage** caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons
  - with due diligence carry out and permit to be taken any action which may reasonably be practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss.
- (b) In the event of a claim being made under this policy the Insured at his own expense shall
- not later than 30 days after the expiry of the Indemnity Period or within such further time as the Insurer may allow, deliver to the Insurer in writing particulars of his claim together with details of all other insurances covering property used by the Insured at the Premises for the purpose of the Business or any part of it or any resulting **Consequential Loss**
  - deliver to the Insurer such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Insurer for the purpose of investigating or verifying the claim together with,

- if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.
- (c) If the terms of this condition have not been complied with
- no claim under this policy shall be payable and
- any payment on account of the claim already made shall be repaid to the Insurer forthwith.

## **2. Fraud**

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on his behalf to obtain any benefit under this Policy or if any **Damage** is caused by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

## **3. Insurer's rights following a claim**

On the happening of **Damage** in respect of which a claim is made the Insurer and any person authorised by the Insurer may without thereby incurring any liability or diminishing any of the Insurer's rights under this policy, enter take or keep possession of the premises where such **Damage** has occurred and take possession of or require to be delivered to the Insurer any property insured and deal with such property for all reasonable purposes and in any reasonable manner. No claim under this policy shall be payable unless the terms of this condition have been complied with.

No property may be abandoned to the Insurer whether taken possession of by the Insurer or not.

## **4. Contribution and average**

If at the time of any **Damage** there is any other insurance effected by or on behalf of the Insured covering any of the property lost destroyed or **Damaged** the liability of the Insurer hereunder shall be limited to its rateable proportion of such **Damage**.

If any such other insurance shall be subject to any average (underinsurance) condition this policy if not already subject to any such condition of average shall be subject to average in like manner.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy either in whole or in part or from contributing rateably the liability of the Insurer under this policy shall be limited to that proportion of the **Damage** which the sum insured under this policy bears to the value of the property.

## **5. 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 that behalf for the time being in force. 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 the Insurer. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

## **6. Death of the Insured**

In the event of the death of the Insured the Insurer will in respect of liability at law incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitation of this Policy provided that such personal representatives shall as though they were the Insured, observe fulfil and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.

## General Exclusions

1. This Policy does not cover **Damage or Consequential Loss** to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - (c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, riot, civil commotion, insurrection or military or usurped power
  - (d) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
2. This Policy does not cover
  - (a) **Damage or Consequential Loss** caused by pollution or contamination except (unless otherwise excluded) **Damage** to the property caused by
    - (i) pollution or contamination which itself results from a peril hereby insured against
    - (ii) any peril hereby insured against which itself results from pollution or contamination.
  - (b) **Damage** to vehicles licensed for road use including accessories thereon.
3. This Policy shall be avoided if the business is wound up or carried on by a liquidator or receiver or permanently discontinued.
4. **Terrorism Exclusion Clause**

This policy does not cover:

  - (a) **Damage or Consequential Loss** in the United Kingdom of Great Britain and Northern Ireland other than in Northern Ireland by fire or explosion occasioned by or happening through or in consequence directly or indirectly of **Terrorism**.
  - (b) **Damage or Consequential Loss** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
    - (i) riot, civil commotion and (except in respect of **Damage** by fire or explosion), strikers, locked out workers or persons taking part in labour disturbances or malicious persons
    - (ii) **Terrorism**

For the purposes of this policy **Terrorism** shall mean any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence.

In any action suit or other proceedings where the Insurer alleged that by reason of this definition any **Damage or Consequential Loss** is not covered by this Policy the burden of proving that such **Damage or Consequential Loss** is covered shall be upon the Insured.

## 5. Date Recognition Exclusion

This Policy does not cover

Loss, Damage, Consequential Loss or legal liability of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the total or partial failure of any computer or other equipment or system for processing, storing, retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether the property of the Insured or not, and whether occurring before, during or after the year 2000, to do all or any of the following:

- (1) to correctly recognise any date as its true calendar date
- (2) to capture save or retain, and/or 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
- (3) to capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss or the inability to capture save retain or correctly process such data on or after any date

but in respect of all insurances this shall not exclude subsequent loss, Damage or Consequential Loss (not otherwise excluded) which itself results from a "Defined Peril" otherwise covered by this policy.

For the purpose of this Exclusion, the following special meaning shall apply:

"Defined Peril" shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or goods falling therefrom or animal.

## Fire and Additional Perils Section

If any of the Property Insured described in the Schedule suffers Damage at the Premises by any of the Perils insured the Insurer will in accordance with the provisions of the insurance pay to the Insured the amount of loss or at its option reinstate or replace such property provided that the liability of the Insurer under this Section shall not exceed

- (i) In the whole the total sum insured or in respect of any item its sum insured at the time of the Damage
- (ii) the sum insured remaining after deduction for any other Damage occurring during the same period of insurance, unless the Insurer shall have agreed to reinstate any such sum insured.

### Perils

1. Fire but excluding Damage caused by

- (a) explosion resulting from fire
- (b) earthquake or subterranean fire
- (c) (i) its own spontaneous fermentation or heating or  
(ii) its undergoing any heating process or any process involving the application of heat

### Lightning

**Explosion**

- (i) of boilers
- (ii) of gas

used for domestic purposes only but excluding **Damage** caused by earthquake or subterranean fire

**2. Explosion excluding Damage**

- (a) caused by or 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 or under the control of the Insured
- (b) in respect of and originating in any vessel machinery or apparatus, or its contents, belonging to or under the control of the Insured which requires 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
- (c) by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

**3. Aircraft** or other aerial devices or articles dropped therefrom excluding **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

**4. Riot Civil Commotion Strikers Locked-Out Workers** or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, excluding **Damage**

- (a) arising from confiscation requisition or destruction by order of the government or any public authority
- (b) arising from cessation of work
- (c) by fire caused by Strikers Locked-out Workers or persons taking part in labour disturbances or malicious persons

**5. Riot Civil Commotion Strikers Locked-Out Workers** or persons taking part in labour disturbances or **Malicious Persons** excluding

- (a) **Damage** arising from confiscation requisition or destruction by order of the government or any public authority
- (b) **Damage** arising from cessation of work
- (c) as regards **Damage** (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - (i) **Damage** by theft
  - (ii) **Damage** in respect of any building which is empty or not in use

**6. Riot or Civil Commotion** in respect of **Damage** caused by fire only, excluding **Damage** arising from

- (a) confiscation requisition or destruction by order of the government or any public authority
- (b) cessation of work

**7. Earthquake**

8. **Storm** excluding
  - (a) **Damage** by
    - (i) the escape of water from the normal confines of any natural or artificial water course 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 ground heave or landslip
  - (d) **Damage** in respect of movable property in the open, fences and gates
9. **Storm or Flood** excluding
  - (a) **Damage** attributable solely to change in the water table level
  - (b) **Damage** by frost subsidence ground heave or landslip
  - (c) **Damage** in respect of movable property in the open, fences and gates
10. **Escape of Water from any Tank Apparatus or Pipe** excluding
  - (a) **Damage** by water discharged or leaking from any automatic sprinkler installation
  - (b) **Damage** in respect of any building which is empty or not in use
11. **Impact** by any road vehicle or animal.
12. **Accidental Escape of Water from any Automatic Sprinkler Installation** in the premises not caused by
  - (a) freezing whilst the building in so far as it is in the Insured's ownership or tenancy is empty or not in use
  - (b) explosion earthquake subterranean fire or heat caused by fire
13. **Subsidence or Ground Heave** of any part of the site on which the property stands or **Landslip** excluding
  - (a) **Damage** to yards, car-parks, roads, pavements, walls, gates and fences unless also affecting a building insured hereby
  - (b) **Damage** 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
    - (iv) defective design or workmanship or the use of defective materials
    - (v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe
  - (c) **Damage** which originated prior to the inception of this cover
  - (d) **Damage** resulting from
    - (i) demolition construction structural alteration or repair of any property or
    - (ii) groundworks or excavation

at the same premises

### **Special Condition**

In so far as this insurance relates to **Damage** caused by Subsidence Ground Heave or Landslip

- (a) The Insured shall notify the Insurer immediately they become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site;
- (b) The Insurer shall then have the right to vary the terms or cancel this cover.

### **Definitions**

#### **(A) Buildings**

Buildings described in the Schedule, including Landlord's fixtures and fittings therein and thereon together with the walls gates and fences around and pertaining thereto

#### **(B) Plant, Machinery, Fixtures and Fittings**

Machinery, Plant and All Other Contents in or on the described premises and in the open adjoining the property of the Insured or held by them in trust for which they are responsible excluding property described under (A) Buildings, (C) Stock and property more specifically insured.

It is agreed that the term "All Other Contents" is understood to include:

- (a) tenants' improvements alterations and decorations
- (b) so far as they are not otherwise insured, employees' directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding €650 in respect of any one person
- (c) contents of outbuildings
- (d) contents in the open yards

The term "All Other Contents" excludes

- (a) landlord's fixtures and fittings
- (b) stock and materials in trade
- (c) money and stamps (including National Insurance stamps) exceeding €650 in total
- (d) documents manuscripts and business books except for the cost of the materials and of clerical labour expended in reproducing such records
- (e) computer systems records except for an amount not exceeding €1,300 in respect of the cost of the materials and of clerical labour and computer time expended in reproducing such records
- (f) any expense in connection with the production of information to be recorded in documents manuscripts business books or computer systems records
- (g) any amount exceeding €1,300 in respect of any one pattern model mould plan or design or set of same
- (h) vehicles licensed for road use including accessories thereon

**(C) Stock/Work in Progress**

Stock and Materials in Trade in or at the described premises and in the open adjoining, the property of the Insured or held by them in trust for which they are responsible.

**(D) Rent**

The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its **Damage** and then the amount payable shall not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the term of rent insured

**(E) Fire Brigade Charges**

The insurance on Fire Brigade Charges applies to charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the property insured by this section in circumstances which have given rise to, or would have given rise to, **Damage** to the property insured by any peril covered by this Schedule.

**(F) Stock Debris Removal**

"Stock Debris Removal Costs" applies only in respect of costs and expenses necessarily incurred by the Insured with the consent of the Insurers in removing debris of the portion or portions of the Property Insured by the said item **Damaged** by any peril hereby insured against.

The Insurers will not pay for any costs or expenses:

1. incurred in removing debris except from the site of such property **Damaged** and the area immediately adjacent to such site
2. arising from pollution or contamination of property not insured by this Section.

**(G) Tenants' Improvements**

The Insurer agrees to indemnify the insured in respect of **Damage** to tenants' improvements and decorations for which the insured is responsible at the premises situate as described in the Schedule.

**(H) Leasehold Interest**

The premium necessarily incurred in purchasing a lease similar to and in respect of substantially similar accommodation as that held by the insured in respect of the building situate as stated in the Schedule for an amount not exceeding the sum insured.

The insurance by this section applies only if the lease of the above described building is terminated by reason of the premises being rendered uninhabitable following **Damage**.

The amount payable hereunder shall be limited to the premium necessarily incurred in purchasing a lease as defined above but only for a period equal to the unexpired term of the insured's existing lease of the above described building at the time of the said **Damage**.

**(I) Miscellaneous Items**

As described under the heading "Miscellaneous" in the Schedule.

**Clauses applicable to Fire and Additional Perils****Clause 1 – Average**

The sums insured by each item of this Section relating to property are declared to be separately subject to Average unless otherwise stated.

Whenever a sum insured is declared to be subject to Average, if the property covered thereby shall at the breaking out of any fire or at the commencement of any **Damage** to such property by any

other peril hereby insured against be collectively of greater value than the sum insured, then the Insured shall be considered as being his own insurer, for the difference and shall bear a rateable share of the loss accordingly.

#### **Clause 2 – Additional Interest**

The interest of parties supplying property to the Insured under a hiring, leasing or similar agreement is noted in this insurance, the nature and extent of any interest to be disclosed in the event of **Damage**.

#### **Clause 3 – Adjoining Buildings**

It is understood that, except where specifically insured, small outside buildings and their contents, and the buildings and contents of an extension to and communicating with any of the previously described buildings, are held to be insured by the item applying to the building to which such property is attached or belongs.

#### **Clause 4 – Architects' Surveyors' Legal and Consulting Engineers' Fees**

The insurance by each Item on "Buildings" and "Machinery, Plant, Fixtures and Fittings" includes an amount in respect of Architects', Surveyors', Consulting Engineers', Legal and other Fees necessarily incurred in the reinstatement of the property insured consequent upon its **Damage** but not for preparing any claim. The amount payable for such **Damage** and fees shall not exceed in the aggregate the Sum Insured by each item.

#### **Clause 5 – Automatic Cover**

It is hereby agreed and declared that the insurance by this Section shall, subject to its terms and conditions extend to cover anywhere in the Republic of Ireland, Northern Ireland and Great Britain.

- (a) any newly acquired and/or newly erected buildings, machinery and plant, in-so-far as the same are not otherwise insured; and
- (b) alterations, additions and improvements to buildings, machinery and plant, but not in respect of any appreciation in value provided that –
  - 1. at any one situation this cover shall not exceed 10 per cent of the total sum insured on such property hereby or €130,000 whichever is less
  - 2. the Insured undertake to give particulars of such additional insurance as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof, the Policy to be endorsed accordingly from the date of commencement of the Insurer's liability.
  - 3. the provisions of this extension shall be fully maintained, notwithstanding any specific insurance effected under 2. above.

**N.B.** **Damage** caused by Explosion, Riot and Civil Commotion or Malicious Persons is excluded in Northern Ireland in respect of newly acquired and/or newly erected buildings, machinery and plant.

#### **Clause 6 – Change of Temperature**

Notwithstanding anything to the contrary in this Policy or in any of its Conditions, this Section covers destruction of or **Damage** to the property thereby insured which maybe caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by Fire, Lightning and Explosion, as defined herein or any other peril insured hereby, subject to the terms, limitations and conditions of the Policy.

**Clause 7 – Clearing Drains**

The insurance by each item on "Buildings" and "Plant, Machinery, Fixtures and Fittings" extends to include costs and expenses necessarily and reasonably incurred by the Insured with the consent of the Insurers in clearing, cleaning and/or clearing drains and/or sewers and/or gutters on the Insured's own Premises in consequence of any **Damage** not otherwise excluded.

**Clause 8 – Contract Price**

It is hereby declared and agreed that in respect only of goods sold but not delivered for which the Insured is responsible and with regard to which under the conditions of sale, the Sale Contract is cancelled, by reason of the fire or any other peril hereby insured against, either wholly or to the extent of the loss or **Damage**, the liability of the Insurer shall be based on the Contract Price, and for the purpose of Average the value of all goods to which this clause would in the event of loss or **Damage** be applicable shall be ascertained on the same basis.

**Clause 9 – Customers Goods**

In so far as such property is not otherwise insured the insurance on stock extends to cover goods of the Customers of the Insured for which the Insured have made themselves responsible even though such goods shall have been bought and paid for.

**Clause 10 – Electrical**

If any electrical plant or fitting shall be **Damaged** or destroyed by fire occasioned by self-ignition, overrunning, excessive pressure, short circuiting, self-heating or leakage of electricity, the Insurer shall not be liable for **Damage** in respect of the particular part in which the fire originated but shall be liable for **Damage** or destruction in respect of any other plant or fitting caused by fire spreading from the original fire.

**Clause 11 – Fire Extinguishing Appliances**

In consideration of there being kept on the premises Fire Extinguishing Appliances as per details lodged with the Insurer discounts are allowed off the Fire Insurance Premium.

It is warranted that the appliances will be maintained in efficient working order during the currency of this policy.

**Clause 12 – Internal Transfers**

The insurance in respect of "Machinery, Plant, Fixtures and Fittings" and "Stock" applies to property as therein defined transferred between premises described in the said items, including transit by road, rail or inland waterway between such premises. The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the loss occurred at the premises from which the property is transferred, or in the aggregate 10% of the Sum Insured "Machinery, Plant, Fixtures and Fittings" and "Stock" hereof or €32,500 whichever is the less in respect of any such transfers at any one time.

**Clause 13 – Fire Break Doors and Shutters**

It is warranted that all fire break doors and shutters will be kept closed except during working hours, and will be maintained in efficient working order.

**Clause 14 – Mortgagees**

The interest of a Mortgagee in this insurance shall not be prejudiced by any act or neglect of the Mortgagor or occupier of any Building hereby insured whereby the danger of loss or **Damage** is increased without the authority or knowledge of the Mortgagee, provided the Mortgagee, immediately on becoming aware thereof give notice in writing to the Insurer and on demand pay an additional premium as the Insurer may require.

### **Clause 15 – Motor Vehicles**

Permission is given for Motor Vehicles in connection with the Insured's business to be housed as required in any of the above described buildings. Motor Vehicles and their contents specifically insured are excluded from the insurance by this Section except in respect of any amount over and above that recoverable under such specific insurance.

### **Clause 16 – Notice (Unoccupied Buildings)**

Notice in writing to be given to the Insurer when any empty or disused buildings or portions of buildings are again occupied and an additional premium paid if required.

### **Clause 17 – Non-Invalidation Clause**

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to or beyond the control of the Insured, provided that the Insured immediately they become aware thereof shall give notice to the Insurer and pay an additional premium if required.

### **Clause 18 – Property Located in the Open and/or Underground**

The insurance on Buildings and Machinery and Plant extends to include tanks, flues, pipes, ducting, tunnels, annexes, gangways, conveniences and other similar property, including telephone, gas, water and electric instruments, meters, piping, cabling and the like, and the accessories thereof including similar property in adjoining yards or roadways or underground, the property of the Insured or for which they are responsible.

### **Clause 19 – Private Dwellinghouse**

It is hereby agreed and declared that notwithstanding anything in the within written Section contained to the contrary the insurance on Buildings used in their entirety as Private Dwellinghouses under the Schedule shall extend to include **Damage** of or to the property insured directly caused by:

- (a) Fire occasioned by or happening through its own spontaneous Fermentation or Heating,
- (b) Explosion,
- (c) Thunderbolt, Subterranean Fire, Earthquake (other than destruction or **Damage** of or to the buildings or loss of rent caused by Earthquake shock).

**Provided always** that all the conditions of the Policy (except insofar as they may be hereby expressly varied) shall apply as if they had been incorporated herein.

### **Clause 20 – Public Authorities**

Unless stated to the contrary the insurance by this Section relating to "Buildings" and "Machinery/Plant, Fixtures and Fittings" extends to include such additional cost of reinstatement of the destroyed or **Damaged** property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of the Oireachtas or with Bye-Laws of any Municipal or Local Authority provided that:

- (1) The amount recoverable under this extension shall not include:
  - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-laws:
    - (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 the Insured prior to the happening of the **Damage**

- (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property **Damaged**
  - (b) the additional cost that would have been required to make good the property **Damaged** to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen
  - (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
- (2) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the **Damage** or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurers under this extension not being thereby increased.
- (3) If the liability of the Insurers under any item of the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurers under this extension in respect of any such item shall be reduced in like proportion.
- (4) The total amount recoverable under any item of this Section shall not exceed the sum insured thereby.
- (5) All the conditions of this Section except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

#### **Clause 21 – Reinstatement of the Amount of any Loss**

In consideration of the insurance by any item hereof not being reduced by the amount of any loss, the Insured undertake to pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the period of insurance.

#### **Clause 22 – Removal of Debris**

It is understood that the insurance by this Section relating to "Buildings" and "Machinery, Plant, Fixtures and Fittings" extends to include costs and expenses necessarily incurred by the Insured with the consent of the Insurer 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 **Damaged** by fire or by any other peril hereby insured against.

The liability of the Insurer under this clause and the Section in respect of any item shall in no case exceed the sum insured thereby.

The Insurers will not pay for any costs or expenses:

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

### **Clause 23 – Re-Erection of Plant, Machinery, Fixtures and Fittings**

The insurance by items covering Machinery or Plant includes the cost of re-erection, fitting and fixing machinery and plant consequent upon **Damage** by any of the perils hereby insured against.

### **Clause 24 – Reinstatement**

Unless stated elsewhere to the contrary, in the event of "Buildings" and "Plant Machinery Fixtures and Fittings" (other than Motor Vehicles, Employees Pedal Cycles and other Personal Effects) insured under this Section being **Damaged** the basis upon which the amount payable under each of the said Items of the Section is to be calculated shall be the reinstatement of the property destroyed or **Damaged** subject to the following special provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

For the purposes of the insurance under this clause "reinstatement" shall mean: the carrying out of the aforementioned work, namely:

- (a) Where property is destroyed, the rebuilding of the property, if a Building, or in the case of other property, its replacement by similar property, in either case 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 the 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.

### **Special Provisions**

- (1) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurer not being thereby increased) must be commenced and carried out with reasonable despatch. Otherwise no payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made.
- (2) When any property insured under this clause is **Damaged** in part only the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- (3) No payment beyond the amount which would have been payable under the Section if this clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- (4) Each item insured under this clause is declared to be separately subject to the following Condition of Average, namely:

If at the time of reinstatement the sum representing eighty-five per cent of the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any **Damage** to such property by any other peril hereby insured against, then the Insured shall be considered as being their own insurers for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.
- (5) No payment beyond the amount which would have been payable under this Section if this clause had not been incorporated therein shall be made if at the time of any **Damage** to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.

- (6) Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated therein the rights and liabilities of the Insurer and the Insured in respect of the **Damage** shall be subject to the terms and conditions of the Policy including any Condition of Average therein, as if this clause had not been incorporated therein.

**Clause 25 – Subrogation Waiver**

In the event of a claim arising under this Section, the Insurer agrees to waive any rights, remedies or relief to which they may become entitled by subrogation rights against:

- (a) Any Insurer standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in Section 155 of the Companies Act, 1963.
- (b) Any Insurer which is a Subsidiary of a Parent Company of which the Insured are themselves a subsidiary in each case within the meaning of Section 155 of the Companies Act 1963.

**Clause 26 – Spontaneous Combustion**

Notwithstanding anything contained to the contrary in the printed Conditions of this Policy it is hereby declared and agreed that the insurance by this Section extends to cover destruction or **Damage** by fire only of or to coal, coke and wood caused by its own spontaneous fermentation heating or combustion.

**Clause 27 – Temporary Removal (General)**

Subject to the following provisions, the property insured by this Section (other than Stock in Trade or Merchandise if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway in the Republic of Ireland, Northern Ireland and Great Britain.

The amount recoverable under this extension in respect of each item of the policy shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed, nor, in respect of any loss occurring elsewhere than at the said premises, 10 per cent, of the sum insured by the item after deducting therefrom the value of any building (exclusive of any Fixtures and Fittings), Stock in Trade or Merchandise insured thereby.

This extension does not apply to property if and so far as it is otherwise insured, nor, as regards losses occurring elsewhere than at the premises from which the property is temporarily removed, to

- (a) Motor Vehicles and Motor Chassis licensed for normal road use,
- (b) Property held by the Insured in trust, other than Machinery and Plant.

**Clause 28 – Tenancy**

The interest of the Insured in this insurance shall not be prejudiced by any act of neglect of the tenant(s) of any building hereby insured, whereby the danger of loss or **Damage** is increased without the knowledge of the Insured provided the Insured shall immediately on becoming aware thereof give notice in writing to the Insurer and on demand pay such additional premium as the Insurer may require.

**Clause 29 – Workmen**

Workmen are allowed on the aforesaid premises for the purpose of making minor structural and other alterations from time to time without prejudice to this Insurance.

### **Clause 30 – Purchaser's Interest**

If at the time of **Damage** to any Building hereby insured the Insured shall have contracted to sell his interest in such building and the purchase shall be thereafter completed, the Purchaser on the completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the Purchaser against such **Damage** shall be entitled to the benefit of this Section so far as it relates to such **Damage** without prejudice to the rights and liabilities of the Insured or the Insurer under this Policy, up to the date of completion.

### **Clause 31 – Sprinkler Warranties**

Where the premium for this Section has been calculated after taking into consideration any Sprinkler Installation at the described premises which was installed at the commencement of this insurance (or which may have been installed at the request or with the knowledge of the Insurer) it is warranted and the Insured undertakes to:

- (i) make a test every week for the purpose of ascertaining that the Alarm Gong is in working order and that the Stop Valves controlling the individual Water Supplies and the Installation are fully open
- (ii) make quarterly or half-yearly tests, if required by the Insurer to do so, for the purpose of ascertaining that each Water Supply is in order, and record the particulars of each test
- (iii) make a test every weekday (holidays excepted) of
  - (a) the Brigade connection
  - (b) the circuit between the alarm switch and the control unit and
  - (c) the batteries, in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade;
- (iv) remedy promptly any defect by such tests and maintain the installation in efficient working order during the currency of this Section.

Subject to the observance of the above undertaking the insurance will not be prejudiced by any defect in the said Automatic Sprinklers due to any circumstances unknown to or beyond the control of the Insured.

- (v) In the event of any discharge or leakage from the said installation(s), the Insured shall do and permit to be done all things practicable, whether by removal or otherwise, to save and protect the property insured.
- (vi) When any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed written notice thereof is to be given to the Insurers and their agreement obtained in writing.
- (vii) The Insurers shall have access to the premises at all reasonable times for purposes of inspection of the automatic sprinkler installation(s) and if the Insurers notify the Insured of defects in the construction or condition of the installation(s) requiring alteration or repairs the Insurers may also at their option by notice in writing suspend the insurance under this extension until such alterations or repairs be made and approved by the Insurers.

### **Clause 32 – Designation**

For the purposes of determining where necessary the item under which any property is insured the Insurers agree to accept the designation under which such property has been entered in the Insured's books.

### **Clause 33 – Construction of Buildings**

**Except as stated,** the buildings described are brick, stone or concrete built, roofed with slates, tiles, metal, asphalt, asbestos or concrete and occupied by the Insured for the purposes of their business.

## **Business Interruption Section**

If **Damage** by any of the perils insured occurs at the Premises to property used by the Insured for the purpose of the Business and causes interruption of or interference with the Insured's Business at the premises

the Insurer will pay to the Insured in accordance with the provisions of this insurance the amount of loss resulting from the interruption or interference caused by the **Damage**

provided that

1. at the time of the happening of the **Damage** there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such **Damage** and that
  - (i) payment shall have been made or liability admitted therefor, or
  - (ii) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.
2. the liability of the Insurer under this Section shall not exceed
  - (i) in the whole the total sum insured or in respect of any item its sum insured at the time of the **Damage**
  - (ii) the sum insured remaining after deduction for any other interruption or interference consequent upon **Damage** occurring during the same period of insurance, unless the Insurer shall have agreed to reinstate any such sum insured.

### **Perils**

1. **Fire** but excluding **Consequential Loss** caused by
  - (a) explosion resulting from fire
  - (b) earthquake or subterranean fire.
  - (c)
    - (i) its own spontaneous fermentation or heating, or
    - (ii) its undergoing any heating process or any process involving the application of heat

### **Lightning**

### **Explosion**

- (a) of boilers used for domestic purposes only,
- (b) of any other boilers or economisers on the Premises,
- (c) of gas used for domestic purposes only

but excluding **Consequential Loss** caused by earthquake or subterranean fire.

2. **Explosion** excluding **Consequential Loss**

- (a) caused by the bursting of any vessel machine or apparatus (not being a boiler or economiser on the Premises) in which internal pressure is due to steam only and belonging to or under the control of the Insured

- (b) by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 3. **Aircraft** or other aerial devices or articles dropped therefrom but excluding **Consequential Loss** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 4. **Riot, Civil Commotion, Strikers, Locked-Out Workers** or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, but excluding **Consequential Loss**
  - (a) arising from confiscation or destruction or requisition by order of the Government or any Public Authority;
  - (b) arising from cessation of work.
  - (c) arising from deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software
- 5. **Riot Civil Commotion Strikers Locked-Out Workers** or persons taking part in labour disturbances or **malicious persons** excluding **Consequential Loss**
  - (a) arising from confiscation or destruction or requisition by order of the Government or any Public Authority;
  - (b) arising from cessation of work.
  - (c) caused (other than by fire or explosion) by Malicious Persons (not acting on behalf of or in connection with any political organisation) in respect of any building which is empty or not in use
  - (d) arising from deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software.
- 6. **Riot or Civil Commotion**, in respect of **Consequential Loss** caused by fire only, excluding **Consequential Loss** arising from
  - (a) confiscation or destruction or requisition by order of the Government or any Public Authority;
  - (b) cessation of work.
- 7. **Earthquake**
- 8. **Storm** excluding **Consequential Loss**
  - (a) caused by
    - (i) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam
    - (ii) inundation from the sea whether resulting from storm or otherwise
  - (b) attributable solely to change in the water table level
  - (c) caused by frost subsidence ground heave or landslip
  - (d) in respect of movable property in the open, fences and gates

9. **Storm or flood** excluding Consequential Loss
  - (a) attributable solely to change in the water table level
  - (b) caused by frost subsidence ground heave or landslip
  - (c) in respect of movable property in the open, fences and gates
10. **Escape of Water from any Tank Apparatus or Pipe** excluding Consequential Loss
  - (a) caused by water discharged or leaking from any automatic sprinkler installation
  - (b) in respect of any building which is empty or not in use
11. **Impact** by any road vehicle or animal.
12. **Accidental Escape of Water from any Automatic Sprinkler Installation** in the premises not caused by
  - (a) freezing whilst the building is so far as it is in the Insured's ownership or tenancy is empty or not in use
  - (b) explosion earthquake subterranean fire or heat caused by fire
13. **Explosion or Collapse of Steam Pipes** at the Premises:  
 It shall not be a condition precedent to liability that there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such destruction or Damage.
14. **Explosion of Vessels** (other than boilers or economisers) under steam pressure at the Premises
15. **Explosion of Vessels** (other than boilers or economisers) under steam pressure or **collapse of vessels** (other than boilers or economisers) under steam gas air or liquid pressure at the Premises
16. **Collapse of Boilers or Economisers** at the premises
17. **Overheating of Tubes** consequent upon general deficiency of water in boilers at the Premises
18. **Overheating of Boilers or Economisers** at the Premises  
 For the purposes of Perils 13, 14, 15, 16, 17 and 18 only:
  - (a) **Explosion** shall mean the sudden and violent rendering of the permanent structure of the plant by force of internal steam pressure causing bodily displacement of any part of the structure together with forcible ejection of the contents. The undernoted defects do not themselves constitute explosion even though repair or replacement may be necessary but explosion arising from any such defect is not excluded.
  - (b) **Collapse** shall mean the sudden and dangerous distortion (whether or not attended by rupture) of any part of the plant caused by crushing stress by force of steam gas air or liquid pressure. The undernoted defects do not themselves constitute collapse even though repair or replacement may be necessary but collapse arising from any such defect is not excluded.

The defects referred to above are:

  - (i) wearing away or wasting of the material of the plant by leakage corrosion action of fuel or otherwise
  - (ii) slowly developing deformation or distortion of any part of the plant
  - (iii) cracks fractures blisters laminations flaws or grooving even when accompanied by leakage
  - (iv) failure of joints

- (c) **Overheating** shall mean the sudden and accidental **Damage** to any part of the plant caused by overheating consequent upon general deficiency of water therein and which immediately prevents or makes unsafe its continued use.
- 19. Subsidence or Ground Heave** of any part of the site on which the property stands or **Landslip** excluding
- (a) Consequential Loss in respect of yards, car-parks, roads, pavements, walls, gates and fences unless a building at the same premises used by the Insured for the purpose of the Business is also Damaged thereby
  - (b) **Consequential Loss** 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
    - (iv) defective design or workmanship or the use of defective materials
    - (v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe
  - (c) loss resulting from **Damage** which originated prior to the inception of this cover
  - (d) **Consequential Loss** resulting from
    - (i) demolition construction structural alteration or repair of any property or
    - (ii) groundworks or excavation at the same premises

#### **Special Condition**

In so far as this insurance relates to **Consequential Loss** caused by Subsidence Ground Heave or Landslip

- (a) The Insured shall notify the Insurer immediately they become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site;
- (b) The Insurer shall then have the right to vary the terms or cancel this cover

#### **Gross Profit**

The Insurance under Item A is limited to Loss of **Gross Profit** due to a (a) **Reduction in Turnover** and (b) **Increase in Cost of Working** and the amount payable as indemnity thereunder shall be:

- (a) in respect of **Reduction in Turnover**: the sum produced by applying the Rate of Gross Profit to the amount by which 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 if 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 exceeds twelve months) the amount payable shall be proportionately reduced.

## **Definitions**

Gross Profit – The amount by which

- (i) The sum of the amount of the turnover and the amounts of the closing stock and work in progress

shall exceed

- (ii) the sum of the amounts of the opening stock and work in progress and the amount of the uninsured working expenses

**N.B.** The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.

## **Notes**

1. To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
2. For the purposes of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

**Uninsured Working Expenses** – The uninsured working expenses are Purchases less discounts received, discounts allowed and bad debts. The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

**Turnover** – the money paid or payable to the Insured for goods sold and delivered and or services rendered in course of the Business at the Premises.

**Indemnity Period** – The period beginning with the occurrence of the **Damage** and ending not later than the Indemnity Period appearing in the Schedule during which the results of the Business shall be affected in consequence of the **Damage**.

**Rate of Gross Profit** – the Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the **Damage**

- ) to which such adjustments shall be made as may be 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 maybe reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

**Annual Turnover** – The Turnover during the twelve months immediately before the date of the **Damage**

**Standard Turnover** – The Turnover during that period in the twelve months immediately before the date of the **Damage** which corresponds with the Indemnity Period

## **Clauses Applicable To Gross Profit**

### **Alternative Trading Clause**

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the business either by the Insured or by others on their behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

### **Uninsured Standing Charges Clause**

If any Standing Charges of the business be not insured by this Section (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder 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.

### **Premium Adjustment Clause**

The premium paid hereon may be adjusted on receipt by the Insurer of a declaration of Gross Profit earned during the financial year most nearly concurrent with the period of insurance, as reported by the Insured's auditors.

If any **Damage** shall have occurred giving rise to a claim for loss of Gross Profit the above mentioned declaration shall be increased by the Insurer for the purpose of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the sum insured on Gross Profit for the relative period of insurance the Insurer will allow a pro rata return of premium not exceeding 50% of the premium paid.

### **Estimated Gross Profit**

The Insurance under this Item is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity thereunder 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**.

Notwithstanding proviso (2) of this Section the liability of the Insurer shall in no case exceed, in respect of Gross Profit  $133\frac{1}{3}\%$  of the Estimated Gross Profit stated herein, in respect of each other item 100% of the sum insured stated herein, nor in the whole the sum of  $133\frac{1}{3}\%$  of the Estimated Gross Profit and 100% of the sums insured by other items, or such other amounts as may be substituted therefor by memorandum signed by or on behalf of the Insurer.

In the absence of written notice by the Insured or the Insurer to the contrary the Insurer's liability shall not stand reduced by the amount of any loss, the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

## **Definitions**

**Gross Profit** – The amount by which

- (i) The sum of the amount of the turnover and the amounts of the closing stock and work in progress shall exceed
- (ii) the sum of the amounts of the opening stock and work in progress and the amount of the uninsured working expenses.

**N.B.** The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.

## **Notes**

1. To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
2. For the purposes of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

**Uninsured Working Expenses** – The uninsured working expenses are Purchases less discounts received, discounts allowed and bad debts. The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

**Turnover** – the money paid or payable to the Insured for goods sold and delivered and or services rendered in course of the Business at the Premises.

**Indemnity Period** – The period beginning with the occurrence of the **Damage** and ending not later than the Indemnity Period appearing in the Schedule during which the results of the Business shall be affected in consequence of the **Damage**.

**Estimated Gross Profit** – The amount declared by the Insured to the Insurer as representing not less than the Gross Profit 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 exceeds twelve months).

- Rate of Gross Profit** – The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the **Damage**) to which such adjustments shall be made  
 ) as may be 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 Turnover** – The Turnover during the twelve months immediately before the date of the **Damage**.
- Standard Turnover** – The Turnover during that period in the twelve months immediately before the date of the **Damage** which corresponds with the indemnity Period.

### Clauses applicable to estimated Gross Profit

#### Premium Adjustment Clause

The first and annual premiums are provisional and are based on the Estimated Gross Profit.

The Insured shall furnish to the Insurer not later than six months after the expiry of each period of insurance a declaration confirmed by the Insured's Auditors of the Gross Profit 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 the above mentioned declaration shall be increased by the Insurer for the purpose of premium adjustment by the amount by which the Gross Profit 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 twelve months)

- (a) is less than the Estimated Gross Profit for the relative period of insurance the Insurer will allow a pro rata return of premium paid on the Estimated Gross Profit but not exceeding 50% of such premium.
- (b) is greater than the Estimated Gross Profit for the relative period of insurance the Insured shall pay a pro rata addition to the premium paid on the Estimated Gross Profit.

#### Alternative Trading Clause

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the business either by the Insured or by others on their behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

#### Uninsured Standing Charges Clause

If any Standing Charges of the business be not insured by this Section (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder 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.

## **Rent Receivable**

The insurance under Item B is limited to (a) Loss of **rent receivable** and (b) **increase in cost of working** and the amount payable as indemnity thereunder 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 **increase in cost of working**: 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 expenses and charges payable out of the Rent Receivable as may cease or be reduced in consequence of the **Damage**.

Provided that if the sum insured by this Item be less than the Annual Rent Receivable (or a proportionately increased multiple thereof where the Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

## **Definitions**

**Rent Receivable** – The amount of the rent and other income received or receivable from the letting of "The Premises" and for services rendered therat.

**Indemnity Period** – The period beginning with the occurrence of the **Damage** and ending not later than the Indemnity Period thereafter stated in the Schedule during which the Rent Receivable shall be affected in consequence of the **Damage**.

**Standard Rent Receivable** – The Rent ) to which such adjustments shall be made as may be Receivable during that period in the ) necessary to provide for the trend of the business twelve months immediately before ) and for variations in or other circumstances affecting the date of the **Damage** which ) the business either before or after the **Damage** or

corresponds with the Indemnity Period ) which would have affected the business had the ) **Damage** not occurred, so that the figures thus

**Annual Rent Receivable** – The Rent ) adjusted shall represent as nearly as may be Receivable during the twelve months ) reasonably practicable the results which but for immediately before the date of the ) the **Damage** would have been obtained during ) the relative period after the **Damage**.

## **Clauses applicable to Rent Receivable**

### **Premium Adjustment Clause**

The premium paid hereon may be adjusted on receipt by the Insurers of a declaration of Rent Receivable earned during the financial year most nearly concurrent with the period of insurance, as reported by the Insured's auditors.

If any **Damage** shall have occurred giving rise to a claim for loss of Rent Receivable the above mentioned declaration shall be increased by the Insurers for the purpose of premium adjustment by the amount by which the Rent Receivable was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided for above and proportionately increased where the Indemnity Period exceeds 12 months) is less than the sum insured on Rent Receivable for the

relative period of insurance the Insurers will allow a pro rata return of premium not exceeding 50% of the premium paid.

#### **Alternative Trading Clause**

If during the Indemnity Period the business shall be conducted elsewhere than at the premises the money paid or payable to the Insured in respect of such other premises shall be brought into account in arriving at the Rent Receivable during the Indemnity Period.

#### **Tax Relief**

The insurance under Item C is to reimburse the Insured in respect of (a) **Reduction in Tax Relief** and (b) **Increase in Cost of Working** and the amount payable as indemnity thereunder shall be:

- (a) **In Respect of Reduction in Tax Relief:** the amount by which the Tax Relief in the financial year or years containing the Indemnity Period falls short of the Tax Relief to which the Insured would, but for the **Damage**, have been entitled in the said financial year or years.
- (b) **In Respect of Increase in Cost of Working:** so much of the additional expenditure described in Clause (b) of the respective Gross Profit item as exceeds the amount payable thereunder.

but not more than the additional amount which would have been payable under Clause (a) of this Item had such expenditure not been incurred.

Provided that if the sum insured by this item be less than the Insurable Amount, the amount payable shall be proportionately reduced.

#### **Definitions**

**Tax Relief:** The statutory relief from or reduction in the standard rate of Corporation Tax to which the Insured is entitled in the course of the business at the premises.

**Insurable Amount:** The average amount (or a proportionately increased Multiple thereof where the Maximum Indemnity Period exceeds twelve months) of the Tax Relief to which the Insured would, but for the **Damage** have been entitled in the financial years into which the twelve months immediately following the date of the **Damage** fall.

#### **Clauses applicable to Tax Relief**

##### **Alternative Trading Clause**

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover and Tax Relief during the Indemnity Period.

##### **Premium Adjustment Clause**

In the event of the Tax Relief allowed (or a proportionately increased multiple thereof where the maximum indemnity period exceeds 12 months) during the Financial Year most nearly concurrent with any period of insurance as certified by the Insured's Auditors being less than the respective sum insured thereon a pro rata return of premium not exceeding fifty per cent of the premium paid on such sum insured for such period of insurance will be made in respect of the difference.

If any **Damage** shall have occurred, giving rise to a claim under this Section, such return shall be made in respect only of so much of the said difference as is not due to such **Damage**.

## **Gross Fees**

The insurance under Item D is limited to (a) **loss of fees** and (b) **increase in cost of working** and the amount payable as indemnity thereunder shall be:

- (a) **In Respect of Loss of Fees:** the amount by which the Fees during the Indemnity Period shall, in consequence of the **Damage**, fall short of the Standard Fees,
- (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 reduction in Fees which but for that expenditure would have taken place during the Indemnity Period in consequence of the **Damage**,

less any sum saved during the Indemnity Period in respect of such of the expenses and charges of the business payable out of the Fees as may cease or be reduced in consequence of the **Damage**,

**Provided** that if the sum insured by this Item be less than the Annual Fees (or a proportionately increased multiple thereof where the Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

## **Definitions**

**Fees** – The money paid or payable to the Insured for work done and services rendered.

### **Notes**

1. To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this Policy shall be exclusive of such tax.
2. For the purposes of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

**Indemnity Period** – The period beginning with the occurrence of the **Damage** and ending not later than the Indemnity Period thereafter stated in the Schedule during which the results of the business shall be affected in consequence of the **Damage**.

**Standard Fees** – The Fees during that period in the twelve months immediately before the date of the **Damage** which corresponds with the Indemnity Period ) to which such adjustments shall be made as may be 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

**Annual Fees** – The Fees during the twelve months immediately before the date of the **Damage**. ) 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**.

## **Clauses applicable to Gross Fees**

### **Alternative Trading Clause**

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Fees during the Indemnity Period.

### **Temporary Removal (Documents) Clause**

Loss as insured by this Section resulting from interruption of or interference with the business in consequence of **Damage** to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed within the Republic of Ireland shall be deemed to be loss resulting from **Damage** to property used by the Insured at the premises.

### **Premium Adjustment Clause**

The premium paid hereon may be adjusted on receipt by the Insurer of a declaration of Gross Fees earned during the financial year most nearly concurrent with the period of insurance, as reported by the Insured's auditors.

If any **Damage** shall have occurred giving rise to a claim for loss of Gross Fees the above mentioned declaration shall be increased by the Insurer for the purpose of premium adjustment by the amount by which the Gross Fees was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the sum insured on Gross Fees for the relative period of insurance the Insurer will allow a pro rata return of premium not exceeding 50% of the premium paid.

### **Increased Cost of Working**

The insurance under Item E is limited to **Additional Cost of Working** and the amount payable as indemnity thereunder shall be –

**The additional expenditure** reasonably incurred by the Insured during the Indemnity Period in order to minimise any interruption of or interference with the business in consequence of the **Damage**.

### **Definitions**

**Indemnity Period** – The period beginning with the occurrence of the **Damage** and ending not later than the indemnity period appearing in the Schedule during which the results of the business shall be affected in consequence of the **Damage**.

**Memorandum** In the event of **Damage** the Insurer shall be liable for not more than one third of the Sum Insured hereunder in respect of such additional expenditure arising in the first quarter of the Maximum Indemnity Period following the date of the **Damage** nor more than an equal proportion of the balance of the Sum Insured per month in respect of the additional expenditure in the remainder of the Maximum Indemnity Period.

## **Supplementary Clauses and Memoranda**

### **New Business Clause**

For the purpose of any claim arising from **Damage** occurring before the completion of the first year's trading of the business at the premises, the terms "standard turnover" and "rate of gross profit" shall bear the following meanings and not as within stated:

**Rate of Gross Profit** – The Rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the business and the date of the **Damage**) to which such adjustments shall be made as  
)

- ) may be 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**

**Standard Turnover** – The proportional equivalent, for a period equal to the indemnity period of the Turnover during the period between the commencement of business and the date of 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**.

### **Payments on Account Clause**

Payments on account may be made to the Insured during the Indemnity Period at the discretion of the Insurer but in no case shall any payment exceed the Insurer's liability under the terms of Clause(s) of each item for the period in respect of which a payment is to be made.

### **Departmental Clause**

If the Business be conducted in departments the independent trading results of which are ascertainable the provisions of clauses (a) and (b) of the Items on Gross Profit and where applicable wages shall apply separately to each department affected by the **Damage**.

### **Professional Accountants Clause**

Any particulars of details contained in the Insured's books of account or other books or documents which may be required by the Insurers under Condition No. 1 of the General Claims Conditions for the purpose of investigating or verifying any claim hereunder may be produced by Professional Accountants if at any time they are regularly acting as such for the Insured and their report relates.

The Insurers will pay to the Insured under this Section the reasonable charges payable by the Insured to their Professional Accountants/Auditors for producing any particulars or details or any other proofs, information or evidence as may be required by the Insurers under the terms of this Section and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under this Section shall in no case exceed the liability of the Insurers.

### **Material Damage Proviso Waiver**

It shall not be a condition precedent to liability in respect of interruption or interference in consequence of **Damage** resulting from a cause not otherwise excluded that payment shall have been made or liability admitted under the insurance covering the interest of the Insured in the property at the premises against such **Damage** if no such payment shall have been made nor liability admitted solely owing to the operation of a proviso in such insurance excluding liability for losses below a specified amount.

### **Salvage Sale Clause**

If following **Damage** giving rise to a claim under this Policy the Insured shall hold a salvage sale during the Indemnity Period, Clause (a) of the Item on Gross Profit shall for the purpose of such claim read as follows:

- (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 (less the Turnover for the period of the salvage sale) shall, in consequence of the **Damage**, fall short of the Standard Turnover, from which such shall be deducted the Gross Profit actually earned during the period of the salvage sale.

### **Accumulated Stocks Clause**

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in Turnover due to the **Damage** is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of finished goods on the Insured's premises.

### **Subrogation Waiver**

In the event of a claim arising under this Section, the Insurer agrees to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- (a) any Insured standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in the Companies Act, or Companies (N.I.) Order as appropriate current at the time of **Damage**.
- (b) any Insured which is Subsidiary of a Parent Insured of which the Insured are themselves a Subsidiary in each case within the meaning of the Companies Act, or Companies (N.I.) Order as appropriate current at the time of **Damage**.

### **Reinstatement of the Amount of any Loss**

In consideration of the Insurance by any item hereof not being reduced by the amount of any loss, the Insured undertake to pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the period of insurance

## **Book Debts Section**

In the event of **Damage** to the Insured's books of account or other business books or records at the premises described in the Schedule by

- (1) Fire
- (2) Lightning
- (3) Explosion but excluding **Damage** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

not occasioned by or happening through Earthquake, Subterranean Fire, Riot, Civil Commotion, War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power; and the Insured be in consequence thereof unable to trade or establish the outstanding debit balances in whole or part due to them

Then the Insurers will pay to the Insured in respect of each item in the Schedule the amount of **Damage** in accordance with the provisions therein contained

**Provided that** the liability of the Insurer shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum as may hereafter be substituted therefor by memorandum signed by or on behalf of the Insurer.

The Insurance under Item A as shown on the within Schedule is limited to the loss sustained by the Insured in respect of Outstanding Debit Balances directly due to the **Damage** and the amount payable in respect of any one occurrence of **Damage** shall not exceed:

- (i) the difference between
  - (a) the outstanding debit balances and
  - (b) the total of the amounts received or traced in respect thereof
- (ii) the additional expenditure incurred with the previous consent of the Insurer in tracing and establishing customers debit balances after the **Damage**

provided that if the Sum Insured by this item be less than the outstanding debit balances the amount payable shall be proportionately reduced.

### **Definitions**

**Outstanding Debit Balances** – The total declared in the statement last given under the provisions of the Declaration Clause adjusted for

- (a) Bad debts
- (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to customers accounts in the period between the date to which the said last statement relates and the date of the **Damage** and
- (c) any abnormal condition of trade which had or could have had a material effect on the business.

so that figures thus adjusted shall represent as nearly as reasonably practicable those which would have applied at the date of **Damage**.

### **Warranty**

It is warranted that –

- (a) the Insured's books of account and other business books and records in which Customers accounts are shown shall be kept in fire-resisting safes or in fire-resisting cabinets when not in use or
- (b) duplicate records are kept in a separate building.

### **Clauses applicable to Book Debts**

#### **Declaration**

The Insured shall within thirty days of the end of each month deposit with the Insurer a signed statement showing the total amount outstanding in customers accounts as set out in the Insured's accounts as at the end of the said month.

### **Adjustment**

On the expiry of each period of insurance the actual premium shall be calculated at the rate per cent per annum on the average amount insured, i.e. the total of the sums declared divided by the number of declarations. If the actual premium shall be less than the first premium (or the annual premium in the case of the second and subsequent periods of insurance) the difference shall be repaid to the Insured, but such repayment shall not exceed one-half of the first or annual premium respectively. If the amount of a declaration exceeds the sum insured applicable at the date of such declaration, or if no declaration be deposited, then for the purposes of this clause only, the Insured shall be deemed to have declared such sum insured.

### **Automatic Reinstatement of Loss**

In consideration of the insurance not being reduced by the amount of any **Damage** the Insured shall pay the appropriate extra premium on the amount of the **Damage** from the date thereof to the date of the expiry of the period of insurance.

### **Professional Accountants' Charges**

The Insurers will pay the reasonable charges payable by the Insured to their Professional Accountants/Auditors for producing any particulars or details or any other proofs, information or evidence as may be required by the Insurer under the terms of this Section and reporting that such particulars or details are in accordance with the Insured's books of accounts or other business books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under the section shall in no case exceed the total sum insured hereby.

### **Additional Perils Applicable to this Section**

The following Additional Perils are operative unless excluded by endorsement.

#### **Damage caused by**

- (4) **Aircraft and Other Aerial Devices** or articles dropped therefrom but excluding **Damage** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- (5) **Riot, Civil Commotion, Strikers, Locked-Out Workers** or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, but 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** whilst the building is empty or not in use.
- (6) **Malicious Persons** not acting on behalf of or in connection with any political organisation but excluding
  - (a) **Damage** by Theft
  - (b) **Damage** whilst the building is empty or not in use.
- (7) **Earthquake**
- (8) **Subterranean Fire**

- (9) **Impact** by any mechanically propelled vehicle or by goods falling therefrom (whether the vehicle be licensed for normal road use or not) or animals not belonging to or in the custody or control of the Insured or their employees when engaged in their business, but excluding **Damage** to property in transit.
- (10) **Storm and Tempest** but excluding
  - (a) **Damage** by frost, subsidence or landslip;
  - (b) **Damage** by
    - (i) the escape of water from the normal confines of any natural or artificial watercourse (other than water tanks apparatus or pipes) or lake, reservoir, canal or dam,
    - (ii) inundation from the sea,  
whether resulting from Storm or Tempest or otherwise;
  - (c) **Damage** attributable solely to change in the water table level.
- (11) **Flood** but excluding
  - (a) **Damage** by frost, subsidence or landslip;
  - (b) **Damage** to fences and gates and loose or movable property in the open;
  - (c) **Damage** attributable solely to change in the water table level.
- (12) **Escape of Water** from any tank apparatus or pipes but excluding
  - (a) **Damage** whilst the building is empty or not in use;
  - (b) **Damage** by water discharged or leaking from an installation of automatic sprinklers;
- (13) (a) **Stealing** or attempted stealing involving entry to or exit from the premises by forcible and violent means or any attempt thereof
- (b) Robbery or attempted robbery committed in the Premises

## Burglary Section

### In The Event of

- (a) **Damage** to the Property Insured while contained within the Premises and/or
- (b) **Damage** to the Premises falling to be borne by the Insured  
being caused by
  - (i) stealing or attempted stealing involving entry to or exit from the premises by forcible and violent means or any attempt thereof
  - (ii) robbery or attempted robbery or any assault or violence or threat thereof to the Insured or employees of the Insured committed in the Premises

the Insurer will indemnify the Insured against such loss or **Damage**

### Provided that

1. the Insurer may at its option indemnify the Insured by payment or by repair, reinstatement or replacement

2. the liability of the Insurer during any one Period of Insurance shall not exceed
  - (a) in respect of each Item the Sum Insured thereon
  - (b) in respect of all **Damage** the Total Sum Insured.

Unless specified separately this Section does not cover bonds securities money stamps stamp or coin collections or (except so far as may be provided in the Other Contents Clause) computer records wines spirits tobacco cigars or cigarettes.

## **Definitions**

### **(1) Machinery, Plant, Fixtures and Fittings**

Machinery, Plant and Other Contents in the premises the property of the Insured or held by them in trust for which they are responsible excluding property more specifically insured and vehicles licensed for road use including accessories thereon.

It is agreed that the term "Other Contents" is understood to include:

- (a) deeds documents business books manuscripts plans patterns designs models and moulds but only for the value of the stationery or other material involved and the labour cost of their writing-up or reinstatement
- (b) computer systems records but only for the value of the material together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) but only for an amount not exceeding €650
- (c) wines spirits tobacco cigars and cigarettes but only for an amount not exceeding €130 and so far as they are not otherwise insured:
- (d) the personal effects of directors employees and visitors of the Insured but only for an amount not exceeding €130 any one person.

Deeds documents business books manuscripts plans designs and computer systems records are covered while temporarily removed to any premises in the Republic of Ireland not in the Insured's occupation for an amount not exceeding €650.

### **(2) Stock**

Stock and Materials in Trade in the described premises, the property of the Insured or held by them in trust for which they are responsible.

### **(3) Tenants' Improvements**

Tenants' improvements and decorations for which the insured is responsible at the premises situate as described in the Schedule.

### **(4) Premises**

The term "Premises" does not include any garden yard or open place nor, unless specified any outbuilding.

### **(5) Average**

If at the time of the happening of any **Damage** to the Property Insured by any Item the Sum Insured by that Item be less than the total value of the property to which it applies the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the **Damage** accordingly.

## **Conditions applying to Burglary**

1. This Section does not cover **Damage** to any property
  - (a) contributed to or caused by
    - (i) any employee or servant of the Insured
    - (ii) any person lawfully in the Premises
  - (b) which can be insured against by a Fire Glass or Money Insurance Policy
  - (c) contributed to caused by or arising from riots strikes or civil commotion.
  - (d) Vehicles or promissory notes unless the same be specifically insured herein
2. Each of the sums insured by this section relating to property is declared to be separately subject to Average.
3. Upon payment of any claim for loss under this Section the property in respect of which the payment is made shall belong to the Insurer.
4. In the absence of written notice by the Insured or the Insurer to the contrary within 30 days of the loss or **Damage** the sum insured shall be deemed to be reinstated to its full amount provided always that:
  - (a) The Automatic Reinstatement shall apply to the first loss only in each period of insurance
  - (b) The Insured shall:
    - (i) take immediate steps to effect such additions to or variations in the protections of the Property insured as the Insurer may require
    - (ii) pay the appropriate additional premium.
5. In the event of:
  - (a) Accidental loss of keys to the external and internal doors of any insured premises or to safes or alarms  
**and/or**
  - (b) Theft of such keys,  
**and/or**
  - (c) Accidental **Damage** to the locks of such doors, safes or alarms.The Policy will indemnify the Insured in respect of replacement of the lock mechanism or at the option of Insurers to change the locks provided always that:
  - (i) The keys to any safe are not left in the premises overnight
  - (ii) The maximum amount payable in any period of insurance is €650.

## **Money Section**

**In The Event of physical loss or Damage to**

- (a) Money
- (b) Safes or strongrooms which normally contain Money caused by theft or attempt thereof

occurring within the limits of the Republic of Ireland or the United Kingdom the Insurer will indemnify the Insured against such **Damage** provided that the liability of the Insurer in respect of any Item Insured shall not exceed the specified Limit of Liability thereon.

**Provided Always that:**

- (a) the Insurer's liability shall be limited to:
  - (i) €325 in respect of Money in the Insured's premises when closed for business or unattended and not secured in locked safe or strongroom
  - (ii) €650 in respect of Money (other than crossed cheques and crossed postal orders) in the private residence of the Insured or an authorised employee
  - (iii) €33 per packet in respect of Money (other than crossed cheques and crossed postal orders) dispatched by unregistered post;
- (b) whenever Money is contained in a locked safe or strongroom at the Insured's premises when closed for business or unattended all keys of such safe or strongroom shall be removed from the premises.

**Definition**

Money shall mean Cash, Bank and Currency Notes, Postal Orders, Money Orders, Cheques, Banker's Drafts, Bills of Exchange, Unused Units in Postage Stamp Franking Machines, Postage Stamps, National Savings Certificates, Revenue Stamps, Luncheon Vouchers, Trading Stamps, Credit Card Sales Vouchers, Telephone Call Cards, National Lottery Cards for their normal value, Consumer Redemption Vouchers, Gift Tokens, VAT Purchase Invoices and Prize Bonds all pertaining to the Business and belonging to or for which the Insured are responsible.

**Business Hours**

The period during which the Insured's premises are actually occupied for business purposes and during which the Insured or his Employees entrusted with cash are in the premises.

**Conditions and Clauses Applying to the Money Section**

The Section does not cover

- (a) loss from any unattended vehicle or from any gaming amusement or vending machine
- (b) **Damage** caused by or due to
  - (i) the dishonest acts of any person in the employ or service of the Insured not discovered within seven days of the actual occurrence thereof
  - (ii) clerical or accounting errors
- (c) **Damage** to any property contributed to caused by or arising from riots strikes or civil commotion.
- (d) Any loss or theft occurring during transit when the cash is carried by anyone who is not the Insured or any employee in the regular service of the Insured
- (e) Losses covered by a policy of fidelity guarantee
- (f) Any loss of unattended cash not in locked safe or strongroom during business hours.

### **Personal Accident (Malicious Attack) Insurance Extension**

If any person whilst engaged in the Insured's business (hereinafter called "the Assured") shall sustain accidental bodily injury by violent external and visible means arising from malicious attack or assault or attempt thereat by any person stealing or attempting to steal Money insured by this Section then the Insurer will reimburse the Insured in respect of payment to the Assured or his/her legal personal representative as the case may require of the sum or sums set out in the Table of Benefits hereunder:

#### **Table of Benefits**

If accidental bodily injury as defined above shall be the sole and immediate cause of:

(1)	Death within twelve months of the injury.	€6,500
(2)	Total loss of a limb or limbs and/or the total and irrecoverable loss of all sight of an eye or eyes within twelve months of the injury.	€6,500
(3)	Permanent total inability to attend to any occupation or business.	€6,500
(4)	Temporary total inability to attend to the usual occupation or business.	The Assured's normal weekly wage or salary not exceeding €65 per week

#### **Provided Always that:**

- (i) "Loss of Limb" shall mean total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand arm foot or leg.
- (ii) The Insurer shall not be liable under Benefit (4) to pay for a longer period than 104 weeks in respect of any one accident.
- (iii) If the Insurer is satisfied that the inability is permanent, Benefit (3) shall become payable when Benefit (4) is exhausted. The Insurer shall not otherwise be liable to pay more than one Benefit in respect of the same accident. In no case shall more than one Benefit be payable in respect of the same period of time.
- (iv) No Benefit shall be payable until the entire amount thereof has been ascertained and agreed.

If the Assured as a result of malicious attack or assault or attempt thereat as defined above shall sustain **Damage** to clothing or personal effects the Insurer will indemnify the Insured in respect of payment made to the Assured to the extent of the **Damage** so sustained but not exceeding in respect of any one such Assured the sum of €325.

### **Clauses Applicable to Money**

#### **Cheque and Money Record**

1. Warranted that a proper full and complete record of all cash described in Section 6 be kept elsewhere than with and shall be well away from the cash itself so that in the event of the cash being lost destroyed or stolen the record is not at risk from the same event. The record shall contain sufficient information to enable each individual item to be traced to its source as regards issue date amount and where applicable financial institution involved.
2. Warranted that a proper record of cash put in the safe or strongroom is kept in some place other than the safe or strongroom itself and that the keys are kept in some place away from the safe or strongroom and are only in the possession of responsible officials.

**Custodian Clause:**

It is a condition of this Section that Money (as within defined) as insured under – Money in Transit – shall at all times be in custody as follows:

("Custody" shall mean being in constant attendance with direct responsibility for the security of Money).

**Amount of Money**

1) Up to but not exceeding €2,600

**Custodian(s)**

1) In custody of at least ONE fully responsible able bodied person.

2) Exceeding €2,600 but not exceeding €5,100

2) In custody of at least TWO fully responsible able bodied persons.

3) Exceeding €5,100 but not exceeding €7,700

3) In custody of at least THREE fully responsible able bodied persons. No one person to carry more than €2,600 unless an approved security carrying bag is used.

4) Exceeds €7,700 each transit must be carried in accordance with the conditions laid down by the Insurer but in any event must be accompanied by at least three able bodied adults.

## Glass Section

In the Event of any accidental breakage of the glass described in the following Schedule the Insurer will indemnify the Insured in respect of the cost of

- (a) replacement of such glass
- (b) temporary boarding up necessarily incurred through breakage of the glass.

### Conditions Applying to the Glass Section

1. This Section does not provide cover

- (a) For any consequence, whether direct or indirect, caused by Fire, Explosion, Concussion or Earthquake;
- (b) For any **Damage** to goods or business arising from a breakage, nor for interruption or delay of business in consequence of any breakage and its reinstatement;
- (c) **Damage** to frames or framework of any description;
- (d) For any Glass cracked at inception date of insurance;
- (e) For any Glass in Conservatories or Greenhouses;
- (f) **Damage** whilst the premises are vacant (i.e. not being occupied for business purposes);
- (g) **Damage** to Signs specified herein arising:
  - (i) From heat wear and tear or gradual deterioration or from any process of cleaning or restoring or caused by or attributable to vermin or atmospheric conditions other than hail or windstorms;
  - (ii) From mechanical breakdown or caused directly or indirectly by application of electrical energy;
  - (iii) Whilst additional fittings are being fitted.

**2. Moveable Glass**

The Insurer shall not be liable for **Damage** to movable Glass, nor for other than plain Glass, unless the same shall be specifically mentioned in this Section.

**3. Removal of Fittings**

Any window or other fittings, fixtures, frames or casing of any kind which it is necessary to alter or remove before reinstatement or replacement can be made, must be altered or removed by and at the expense of the Insured.

**4. Reinstatement**

The liability of the Insurer shall not exceed –

- (a) the cost of reinstating or replacing any glass which is the subject of a claim hereunder.
- (b) in the case of glass for which a separate sum insured is shown in the Schedule such sum insured.
- (c) in all the total sum insured shown in the Schedule.

All sums which may from time to time be paid by the Insurer under this Section by way of claims in any one period of insurance shall be counted in diminution of the total sum insured (or in the case of specially valued glass in diminution of the sum insured for such glass) so that in the event of subsequent loss during the same period the total amount payable by the Insurer shall not in all exceed the total sum insured (or in the case of specially valued glass the sum insured therefor) during the said period of insurance. The Insurer however agrees to reinstate the sum insured following a loss if the Insured shall have paid the appropriate additional premium on the amount of the loss from the date thereof to the date of the expiry of the period of insurance

## Goods in Transit Section

In The Event of the Property being **Damaged** in transit the Insurer will indemnify the Insured in respect of such **Damage** in the manner and to the extent hereinafter stated.

### Conditions Applying to the Goods in Transit Section

1. This Section does not cover

- (a) claims in respect of or arising out of
  - (i) depreciation, delay, inadequate documentation, **Consequential Loss**, insufficiency and/or unsuitability of packing.
  - (ii) wear and tear, breakdown of refrigeration, vermin, contamination, inherent vice.
  - (iii) the carriage of explosives or other dangerous goods,
  - (iv) theft or attempted theft of or from vehicles when left unattended unless the provisions of the Protections Clause have been complied with
- (b) any **Damage** as a consequence of riots, strikes or civil commotion, or confiscation, nationalisation, requisition by any government or local authority.

2. The Insured shall exercise due care in the selection and supervision of employees, take all reasonable precautions for the safeguarding and protection of the Property and maintain in good order all vehicles owned or used by the Insured and all locking and other protective devices including any specified in the Schedule. Such devices shall not be varied or withdrawn without the consent of the Insurer.
3. If the value of the Property contained in any one package or vehicle and/or trailer and/or Container or if the total value at risk at any one location shall at the time of **Damage** thereto exceed the sum insured stated herein the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

## **Definitions**

### **The Indemnity**

Subject to the Amounts insured, the Insurer will indemnify the Insured by payment of the amount of the **Damage** or at the option of the Insurer by repair reinstatement or replacement.

### **The Property**

Goods belonging to the Insured or for which the Insured is responsible all pertaining to the Business  
Unless specifically referred to in the Schedule the Property shall not include

livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco cigars and cigarettes, audio and video equipment, non-ferrous metals and scrap, coins, money, stamps, stamp collections, bonds, securities, computer records, deeds, documents, business books, manuscripts, plans and patterns, micro chips/circuit boards and second hand machinery.

This section does not insure wagon-sheets tarpaulins and ropes nor Containers trailers demountable vans or the like.

### **Transit**

As indicated by sums stated below, "in transit" shall mean being carried between points in the Republic of Ireland and the United Kingdom:

- (a) by the Insured's own or haulier's road vehicles including:
  - (i) loading and unloading
  - (ii) the use of recognised "roll-on, roll-off" vehicle ferries provided no unloading or re-loading of the vehicle is involved
  - (iii) whilst temporarily housed on or off the vehicle for a period not exceeding 72 hours in the course of the said carriage.
- (b) by parcel post or rail

## Clauses Applicable to Goods in Transit

### Protections Clause

(1) Whenever a vehicle carrying Property is unattended it shall be protected as follows:

- (a) in working hours (i.e. the whole period during which the vehicle is being worked by its driver) – all doors and windows and other means of access are securely fastened and locked and any specified security devices are put into full and effective operation
- (b) at all times out of working hours
  - (i) all doors and windows and other means of access are securely fastened and locked and any specified security devices are put into full and effective operation
  - (ii) And either housed in premises which are themselves securely locked or placed in premises which are constantly guarded.

## Business 'All Risks' Section

**In the Event of Damage** to the Property specified in the Schedule occurring within the Republic of Ireland the Insurer will indemnify the Insured against such **Damage** but in no circumstances shall the liability of the Insurer exceed in respect of each Item the Sum Insured thereon or the intrinsic value thereof whichever is the less.

### Conditions Applying to the Business All Risks Section

1. This Section does not cover

- (a) depreciation or **Damage** arising from wear and tear or occasioned by moth or vermin or any process of heating, drying, cleaning, dyeing, alterations or repair to which the property insured is subjected
- (b) electrical or mechanical breakdown
- (c) **Damage** contributed to or caused by any employee or servant of the Insured
- (d) breakage of china glass marble earthenware or scratching or bruising of furniture household or musical goods unless caused by accident to the vessel or conveyance in which such property is being carried
- (e) **Damage** to deeds bonds coins money securities stamps stamp collections plans patterns designs documents of title contracts or other documents business books or manuscripts or computer records unless specified in the Schedule
- (f) loss by leakage of any liquid from the receptacle in which it is contained
- (g) **Damage** contributed to caused by or arising from riots strikes or civil commotion.

2. The Insurer may at its option indemnify the Insured by payment or by repair reinstatement or replacement.

3. If at the time of the happening of any **Damage** the Sum Insured in respect of the property so **Damage** shall be less than the intrinsic value of such property the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the **Damage** accordingly.

## Complaints Procedure

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy.
- If you deal with us directly, you should contact the Customer Services Co-ordinator, Zurich, Zurich House, Ballsbridge Park, Dublin 4. Telephone (01) 667 0666.

If the complaint is not resolved to your satisfaction, you should write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:

- (i) Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo-Call: 1890 88 20 90
- (ii) Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77
- (iii) Irish Insurance Federation, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914

Your right to take legal action is not affected by following any of the above procedures.

## Data Protection

Zurich will hold your details in accordance with our Data Protection and Privacy Policy together with all applicable data protection laws and principles.

Information you supply may be used by us for the purposes of administering your policy (including underwriting, processing, claims handling and fraud prevention) within the Zurich Financial Services Group and our partners inside and outside the European Economic Area.

We may share with our agents and service providers, members of the Zurich Financial Services Group, other insurers and their agents, and with any intermediary acting for you, and with recognised trade, governing and regulatory bodies (of which we are a member or by which we are governed) information we hold about you and your claims history. This includes the Insurance-Link database and the Irish Insurance Federation's anti-fraud claims matching database. We may also in certain circumstances use private investigators to investigate a claim.

We may also need to collect sensitive personal data (for example, information relating to your physical or mental health or the commission or alleged commission of an offence) to assess the terms of insurance we issue/arrange or to administer claims which arise.

Unless you have advised us otherwise, we may share information that you provide to companies within the Zurich Financial Services Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

Please email [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie) or write to us at below address if you do not wish your information to be utilised for these purposes.

You have a right of access to and a right to rectify data concerning you under the Data Protection Acts 1988 and 2003. Should you wish to exercise this right, please write to the Data Protection Officer, Zurich, Zurich House, Ballsbridge Park, FREEPOST, Dublin 4. To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts and cheque should be made payable to Zurich.

By providing us with your information and proceeding with this contract, you consent to all of your information being used, processed, disclosed, transferred and retained for the purposes of insurance administration (including underwriting, processing, claims handling and fraud prevention).

Please note that a copy of our full Data Protection and Privacy Policy can be viewed on our website [www.zurich.ie](http://www.zurich.ie) or requested by writing to our Data Protection Officer at Zurich, Zurich House, Ballsbridge Park, FREEPOST, Dublin 4. Alternatively you can email [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie)

## Customer Information

### Arson Prevention

Each year insurance companies pay out in excess of €13m in claims for fires started deliberately.

Deliberate fire may be associated with vandalism or burglary and can result in:

- Premises being extensively **Damaged** or destroyed
- People being seriously injured or even killed
- Businesses bankrupted.

Buildings can be the subject of deliberate attack by fire both externally and internally. This can be eliminated or reduced by putting into practice certain preventive measures, a number of which are listed hereunder.

- Strengthen doors, window locks, perimeter walls, fencing and gates. Where necessary install intruder and/or smoke alarms.
- Accompany visitors on and off your premises if possible, or at least monitor their movements. Check anyone you don't recognise.
- Keep all combustible materials under lock and key, if possible – at least remove from open yards.
- Timber pallets should be stored in the open in areas well away from buildings or perimeter fences.
- Hazardous goods such as inflammable liquids should be removed and locked up separately at the end of each day.
- Gas cylinders should be locked away in a secure and well ventilated compound.
- Petrol or diesel pumps should be immobilised.
- Draw up a plan to deal with the threat of bombs/incendiary attacks.
- Be vigilant for suspicious objects and notify Gardai if anything is found.

The above measures if implemented where appropriate, should help protect your buildings from deliberate fire.







**Zurich Insurance plc**

Zurich House, Ballsbridge Park, Dublin 4, Ireland.

Telephone: 01 667 0666 Fax: 01 667 0644 Website: [www.zurich.ie](http://www.zurich.ie)

Zurich Insurance plc is regulated by the Central Bank of Ireland.

