



# Policy

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## Propsure Real Estate Property Owners Insurance

Form PRE ROI W 05/17



# Policy

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# Policy

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## Introduction

This policy is a contract between **You** and **Us**. It is arranged through **Propsure** on **Our** behalf in accordance with the authority granted under the Contract Number stated in the **Schedule**.

This policy consists of the Policy Definitions, Exclusions and Conditions, the **Schedule**, the coverage Sections stated as operative in the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

**We** will, in consideration of the payment of the premium, insure **You**, subject to the terms and conditions of this policy, against the events set out in the operative Sections and occurring in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

Please read this policy carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **Propsure** through whom this policy was arranged.

Please keep this policy in a safe place – **You** may need to refer to it if **You** have to make a claim.

### 1.1 Accessibility

Upon request **Propsure** can provide Braille, audio or large print versions of the policy and the associated documentation including the Key Facts document. If **You** require an alternative format **You** should contact **Propsure** through whom this policy was arranged.

### 1.2 Data Protection Act 2018

Any information provided to **Us** regarding **You**, any person insured or any **Employee** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 2018, for the purpose of providing insurance and handling claims or complaints, if any. This may necessitate providing such information to third parties.

### 1.3 Insurance Act 1936

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

### 1.4 Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

### 1.5 Government Charges

The first premium includes any such charges.

### 1.6 Currency

The currency of all premiums, sums insured, limits of liabilities and **Excesses** shown in this policy or **Schedule** or any subsequent renewal notice or **Endorsement** shall be treated as being Euro.



## 1.7 Law and Jurisdiction

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by Irish law and subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

The language of this contract of insurance and all communications relating to it will be in English.

## 1.8 Cancellation and Cooling Off Period

### (a) Your Right to Cancel during the Cooling-Off Period

**You** are entitled to cancel this policy by notifying **Us** in writing within fourteen (14) days of either:

- (i) the date **You** receive this policy; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim in which case the full annual premium is due.

### (b) Your Right to Cancel after the Cooling-Off Period

**You** are entitled to cancel this policy after the cooling-off period by notifying **Us** in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

### (c) Our Right to Cancel

**We** are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

## 1.9 Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.



If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

**We** will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** thirty (30) days' notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

#### 1.10 **Changes We Need to Know About**

**You** must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**, for example:

- (a) any change on the occupation or use of the **Buildings**; or
- (b) the **Buildings** or a portion of the **Building** becoming **Empty** or any **Empty Building** becoming occupied.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

#### 1.11 **Fraud**

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat this policy as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.
- (ii) **We** need not return any of the premium paid.



### 1.12 Sanctions

**We** shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### 1.13 Complaints Procedure

There may be times when **You** feel **You** do not receive the service **You** expect from **Us**.

This is our complaints process to help **You**.

- .. For a complaint about **Your** policy, contact **Your** broker or **Propsure** through whom this policy was arranged
- .. For a complaint about **Your** claim, contact **Our** claims action line on 1890 24 7 365.

If **We** cannot sort out **Your** complaint, **You** can contact **Our** Customer Care Department on 1890 211 850 or:

- .. Email: [axacustomer@axa.ie](mailto:axacustomer@axa.ie); or
- .. Write to AXA Insurance, Customer Care, Freepost, Dublin 1.

If **You** are unhappy with the way **We** have dealt with **Your** complaint, **You** may be able to refer to:

- .. Financial Services and Pensions Ombudsman Office  
Lincoln House, Lincoln Place, Dublin 2, D02 VH29  
Phone: (01) 567 7000  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

Our promise to **You**.

- .. **We** will reply to **Your** complaint within five days.
- .. **We** will investigate **Your** complaint.
- .. **We** will keep **You** informed of progress.
- .. **We** will do everything possible to sort out **Your** complaint.
- .. **We** will use feedback from **You** to improve **Our** service.



# Policy

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## Claims Notification and Conditions

### 2.1 Claim Notification

- .. 24-hour claims helpline (01) 858 3233
- .. If **You** need to make a claim please phone this number day or night.

### 2.2 Claim Requirements – Applicable to the Property Damage and Loss of Rental Income Sections

**You** must comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced.

In the event of **Damage** occurring during the **Period of Insurance**, **You** must:

- (a) notify **Us** as soon as practicably possible;
- (b) notify the police authority as soon as practicably possible after it becomes evident that any **Damage** has been caused by theft or attempted theft or by malicious persons;
- (c) promptly deliver to **Us**, at **Your** expense:
  - (i) full information in writing of the **Property Insured** and of the amount of **Damage** and details of any other insurance on such **Property Insured**;
  - (ii) such books of account and other business books vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may be required by **Us** for the purpose of investigating or verifying the claim;
- (d) retain anything connected therewith for such time as **We** may require;
- (e) carry out and permit to be taken any action which may be practicable to prevent further **Damage** and minimise any interruption of or interference with the **Business** or avoid or diminish any covered loss.

### 2.3 Our Rights Following a Claim – Applicable to the Property Damage and Loss of Rental Income Sections

**We** may enter the **Premises** where **Damage** has occurred and either take possession of any **Property Insured** or require it to be delivered to **Us** and deal with it in any practical manner. The **Property Insured** shall remain **Yours** at all times. **We** will not take ownership of, accept liability for, sell or dispose of any of **Your Property Insured** unless **We** agree with **You** in writing that **We** shall do so.

### 2.4 Claim Requirements – Applicable to the Employers' and Property Owners Liability Sections

**You** must comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced.

In the event of any incident that may give rise to a claim under the Employers' and Property Owners Liability Sections occurring during the **Period of Insurance**, **You** must:

- (a) notify **Us** as soon as practicably possible;



- (b) promptly deliver to **Us**, at **Your** expense such additional information as **We** may require relating to such incident and continue to forward all such information and documentation as soon as practicably possible after receipt until otherwise instructed by **Us**. For the avoidance of doubt, every claim, writ, summons or process and any other written notification of claim and all documents relating thereto shall be forwarded unanswered to **Us** as soon as practicably possible after receipt;
- (c) make no admission of liability, offer, compromise or payment without **Our** prior written consent;
- (d) carry out and permit to be taken any action which may be practicable to minimise or prevent further loss.

## 2.5 **Our Rights – Applicable to the Employers’ and Property Owners Liability Sections**

- (a) **You** and any person insured must provide **Us** with such information, assistance and co-operation as **We** and/or **Our** representative may request. **We** shall be entitled to refuse to pay any claim under this policy in its entirety if **You** or any person insured fails to do so.
- (b) **We** are entitled, but not obliged, to take over and conduct in **Your** name or that of any person insured the defence or settlement of any claim or to prosecute in **Your** name Insured or that of any person insured for **Our** own benefit any claim for reimbursement or damages or otherwise. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim.



# Policy

## Policy Definitions

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All the individual policy Sections are subject to the following definitions except where stated below.

- 3.1 "**Annual Rent Receivable**" means the **Rent Receivable** during the twelve months immediately before the date of the **Damage**.

Under **Annual Rent Receivable** 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**.

- 3.2 "**Benefit**" means any perquisites, fringe benefit and payment in connection with an **Employee** benefit plan or pension scheme, including share options or any other right to be given or to purchase shares.

- 3.3 "**Buildings**" means the buildings described in the **Schedule**, including:

- (a) landlords' fixtures and fittings;
- (b) tenants' improvements for which the landlord is responsible in on or around the buildings;
- (c) furnishings and other contents of common parts of the buildings;
- (d) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture;
- (e) walls, gates and fences;
- (f) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **Premises**, and extending to the public mains, but only to the extent of **Your** responsibility;
- (g) yards, car parks, roads, pavements, forecourts, all constructed of solid materials; and
- (h) landscaping excluding external ponds and lakes.

all being **Your** property or for which **You** are responsible and situated at the **Premises**.

- 3.4 "**Business**" means the business stated in the **Schedule** and extends under the Employers' Liability and Property Owners Liability Sections to include:

- (a) the provision and management of canteen sports social or welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services; and
- (b) private work undertaken with **Your** prior consent by **Employees** for any of **Your** directors or senior officials: and
- (c) the ownership maintenance and repair of **Your Premises**.

- 3.5 "**Computer Virus**" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "trojan horses", "worms" and "time or logic bombs".



- 3.6 "**Damage**" means:
- (a) under the Property Damage Section – the accidental loss or destruction of or damage to the **Property Insured**; and
  - (b) under the Loss of Rental Income Section – the loss or destruction of or damage to property used by **You** at the **Premises** for the purpose of the **Business**.
- 3.7 "**Declared Value**" means **Your** assessment of the cost of reinstatement of the **Property Insured** at a level of costs applying at the time, such values are required by **Us** as the basis for the calculation of the policy premium (ignoring inflationary factors which may operate subsequently) together with, in so far as the insurance by the item provides, due allowance for:
- (a) debris removal costs;
  - (b) professional fees; and
  - (c) additional cost of reinstatement to comply with European Union and Public Authority requirements.
- 3.8 "**Electronic Data**" means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- 3.9 "**Employee**" means any:
- (a) person under a contract of service or apprenticeship with **You**;
  - (b) person who is hired to or borrowed by **You**;
  - (c) person engaged in connection with a work experience or training scheme;
  - (d) labour master or person supplied by them;
  - (e) person engaged by labour only sub-contractors;
  - (f) any self-employed person working on a labour only basis under **Your** control or supervision; or
  - (g) any voluntary helper;
- while working for **You** in connection with the **Business**.
- 3.10 "**Empty**" means unoccupied or not in use for a period of thirty (30) consecutive days.
- 3.11 "**Endorsement**" means a change in the terms and conditions of this policy that can extend or restrict cover.
- 3.12 "**Excess**" means the first part of each and every claim, for which **You** are responsible as stated in the **Schedule**.
- 3.13 "**Heave**" means the upward movement of the ground beneath the buildings as a result of the soil expanding.
- 3.14 "**Indemnity Period**" means the period beginning with the happening of the **Damage** and ending not later than the last day of the period specified in the **Schedule**, during which the results of the **Business** shall be affected in consequence of the **Damage**.
- 3.15 "**Injury**" means bodily injury, death, disease, illness or nervous shock.
- 3.16 "**Landslip**" means the downward movement of sloping ground.



3.17 "**Notifiable Disease**" means:

- (a) food or drink poisoning; or
- (b) any human infectious or human contagious disease other than Acquired Immune Deficiency Syndrome (AIDS), an outbreak of which the competent local authority has stipulated shall be notified to them;

being sustained by any person on **Your Premises**.

3.18 "**Offshore**" means from the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform, and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

3.19 "**Period of Insurance**" means the period stated in the **Schedule** and any subsequent period for which **We** accept **Your** premium for renewal of this policy.

3.20 "**Pollution**" means any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including for example material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property.

3.21 "**Premises**" means the premises specified in the **Schedule**.

3.22 "**Property Insured**" means the **Buildings** at the **Premises** described in the **Schedule**.

The values shown on the **Schedule** represent the maximum values at risk.

3.23 "**Prospure**" means Willis Risk Services (Ireland) Limited t/a Willis through whom this Real Estate Property Owners Insurance policy is arranged.

3.24 "**Rent Receivable**" means money paid or payable to **You** by tenants for accommodation and services provided in the course of the **Business** at the **Premises**.

3.25 "**Schedule**" means the document entitled **Schedule** that relates to and forms part of this policy.

3.26 "**Settlement**" means the downward movement as a result of the soil being compressed by the weight of the building within ten (10) years of construction.

3.27 "**Standard Rent Receivable**" means the **Rent Receivable** during the period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

Under **Standard Rent Receivable** 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**.

3.28 "**Stipulations**" means any:

- (a) European Union Legislation; or
- (b) Act of the Oireachtas; or
- (c) Bye-Laws of any public authority.



3.29 "**Subsidence**" means the downward movement of the ground beneath the buildings where the movement is unconnected with the weight of the buildings.

3.30 "**Territorial Limits**" means the Republic of Ireland.

The **Territorial Limits** extend to include:

(d) under the Employers' Liability Section, elsewhere in the world other than **Offshore**, in connection with temporary visits undertaken in the course of the **Business** by any person normally resident in the territories described in the Republic of Ireland.

(e) under the Property Owners Liability Section:

(i) manual and non-manual work carried out during temporary visits anywhere in the world other than the United States of America or Canada in the course of the Business by any person normally resident within the Republic of Ireland; and

(ii) non-manual work carried out during temporary visits to the United States of America or Canada by any person normally resident within the Republic of Ireland.

3.31 "**Terrorism**" means an act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

3.32 "**We / Us / Our**" means AXA Insurance dac.

3.33 "**You / Your**" means the person(s) or company named in the **Schedule**.



# Policy

## Policy Exclusions

All the individual policy Sections are subject to the following exclusions except where stated below.

This policy does not apply to or include cover for or arising out of or relating to:

### 4.1 Confiscation

any confiscation, or nationalisation, or requisition, or destruction of or damage to property by or under the order of any government or public or local authority.

### 4.2 Date Recognition

the failure of any computer or other equipment data processing service product microchip microprocessor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000:

- (a) correctly to recognise any date as its true calendar date;
- (b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or
- (c) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into the computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date;

but this shall not exclude subsequent **Damage** in respect of the Property Damage Section or subsequent interruption with the **Business** in respect of the Loss of Rental Income Section not otherwise excluded which itself results from fire, lightning, explosion, theft, aircraft or other aerial devices or articles dropped from aircraft or other aerial devices, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal, provided such Insured Event is insured by the Section.

### 4.3 Electronic Data

any loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause, including for example **Computer Virus**, or loss of use, reduction in functionality, cost, expense of any nature as a result, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

In the event that an Insured Event listed below results from any matters described this policy will cover physical damage occurring during the **Period of Insurance** to the **Property Insured** caused by such Insured Event.

Insured Events

Fire  
Explosion



#### 4.4 **Electronic Data Processing Media Valuation**

Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such **Electronic Data** to **You** or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

#### 4.5 **Micro-Organisms**

any mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including for example any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is:

- (a) any physical loss or damage to insured property;
- (b) any Insured Event or cause, whether or not contributing concurrently or in any sequence;
- (c) any one loss; occupancy; or functionality; or
- (d) any action required, including for example repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion shall not apply to the Employers' Liability and Property Owners Liability Sections.

#### 4.6 **Non-Standard Construction**

any **Buildings** that are not built of brick, stone, concrete and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof-lights, unless otherwise agreed by **Us**.

#### 4.7 **Pollution**

any **Pollution**.

This exclusion does not apply if such loss or damage arises out of one or more of the following Insured Events:

Fire, Lightning, Explosion, Impact of Aircraft  
Vehicle Impact, Sonic Boom  
Accidental Escape of Water from any tank apparatus or pipe  
Riot, Civil Commotion, Malicious Damage  
Storm, Hail  
Flood, Inundation  
Earthquake  
Landslide, Subsidence  
Pressure of Snow, Avalanche  
Volcanic Eruption

If an Insured Event not excluded from this policy arises directly from **Pollution** any loss or damage arising directly from that Insured Event shall be covered.

This exclusion shall not apply to the Employers' Liability and Property Owners Liability Sections.



#### 4.8 **Radioactive Contamination**

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

#### 4.9 **Sonic Bangs**

any pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

This exclusion shall not apply to the Employers' Liability and Property Owners Liability Sections.

#### 4.10 **Terrorism**

any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

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

#### 4.11 **War**

war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.



# Policy

## Policy Conditions

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All the individual policy Sections are subject to the following conditions except where stated below.

### 5.1 Cancellation

This policy will immediately and automatically be cancelled in the event of any of the following:

- (a) the presentation of a petition seeking the appointment of a receiver or the making of a winding up order or the appointment of an administrator over **You** or the making of any court order to that effect;
- (b) the passing of a resolution for the appointment of a liquidator, receiver or administrator or on the appointment of a liquidator, receiver or administrator over any of **Your** assets;
- (c) the suspension by **You** of payment of **Your** debts or any threat by **You** to do so or the entering into of a voluntary arrangement or other scheme of composition with its creditors by **You**;

or the equivalent court application, order, appointment or arrangement in any jurisdiction in which **You** may be domiciled or any territory within the specified territory or territories.

For the purpose of this condition, **You** shall mean only the firm or company named in the **Schedule**.

In such cases, **You** shall be entitled to the return of a proportionate part of the premium in respect of the unexpired **Period of Insurance**.

### 5.2 Insurable Interest

The insurable interest in the insurance by this policy shall not be transferred without **Our** written consent.

### 5.3 Other Insurance

If at the time of a claim there is any other insurance effected by **You** or on **Your** behalf covering the same risk or part thereof, **We** shall not be liable for more than **Our** rateable proportion thereof.

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, **Our** liability under this policy shall be limited to such proportion of claim as the cover under this policy bears to the total cover available to **You**.

### 5.4 Protection, Preservation and Security of Property

**You** must use the utmost diligence and take all practical steps to protect, recover and save the **Property Insured** and minimise any actual or potential **Damage** when **Property Insured** has sustained or is in imminent danger of sustaining **Damage**.

**We** shall have no liability under the policy, if **You** fail to comply with this term, unless **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 5.5 Sub-Contractors

**You** must ensure that all sub-contractors engaged by **You** maintain Employers' and Public Liability insurance that provides:

- (a) Employers' Liability coverage with a limit of liability of not less than EUR 13,000,000; and



- (b) Public Liability coverage with a limit of liability not less than that provided by this policy; and
- (c) cover for **You** as principal.

**You** must also obtain evidence of the sub-contractors Employers' and Public Liability coverage prior to the commencement of any works at **Your Premises**.

Any sub-contractors engaged by **You** must not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including for example, the assumption of any liability or potential liability on behalf of any bona-fide sub-contractor, or waiver of any rights of recourse against any sub-contractor.

**We** shall have no liability under the policy, if **You** fail to comply with the above provisions unless **You** show that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### 5.6 Subrogation

In the event of any payment by **Us** under this policy, **We** shall be subrogated up to the amount of such payment to all **Your** rights of recovery or any person insured against any third party, provided always that **We** shall not exercise any such rights against any **Employee** or former **Employee** unless the loss was caused or contributed to by a fraudulent, dishonest or malicious act or omission by said person.

**You** and any person insured shall, without charge, provide such assistance as **We** may require in any subrogation and shall at all times protect and preserve any rights of recovery to which they would become subrogated under this policy. **We**, at **Our** option, may have the conduct of any proceedings to recover monies paid or payable by **Us**, whether or not **You** or person insured has an interest in such proceedings by reason of any uninsured losses.



# Policy

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## Property Damage Section

### 6.1 Cover

We will reimburse You in respect of **Damage to Property Insured** occurring during the **Period of Insurance** at the **Premises** and caused by any of the following Insured Events if shown as operative in the **Schedule**.

### 6.2 Limit of Liability

Our liability under this Section shall not exceed in the whole the Total Sum Insured or the Sum Insured in respect of each item or any other Limit of Liability as stated herein or in the **Schedule**.

The Sum Insured under each Item other than items solely applying to fees is separately subject to Section Condition 6.5.43 - Underinsurance.

### 6.3 Insured Events

The below Insured Events are Operative only if stated in the **Schedule**.

#### A. Fire excluding

- (a) the amount of the **Excess** stated in the **Schedule**;
- (b) **Damage** by explosion resulting from fire.

#### B. Lightning excluding the amount of the **Excess** stated in the **Schedule**.

#### C. Aircraft or other aerial devices or articles dropped therefrom excluding the amount of the **Excess** stated in the **Schedule**.

#### D. Explosion excluding

- (a) the amount of the **Excess** stated in the **Schedule**;
- (b) **Damage** caused by the bursting of any boiler or other plant which belongs to You or is under Your control and in which internal pressure is due to steam only;

but this shall not exclude **Damage** caused by explosion of:

- (i) any boiler
- (ii) gas

used for domestic purposes only.

#### E. Earthquake excluding:

- (a) the amount of the **Excess** stated in the **Schedule**;
- (b) **Damage** caused by fire.

#### F. Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding:

- (a) the amount of the **Excess** stated in the **Schedule**;



- (b) **Damage** arising from nationalisation, confiscation, requisition, seizure or destruction by order of the government or any public authority;
  - (c) **Damage** arising from cessation of work;
  - (d) as regards **Damage** directly caused by malicious persons not acting on behalf of or in connection with any political organisation:
    - (i) **Damage** in the course of theft or attempted theft;
    - (ii) any amount below the **Excess** stated in the **Schedule** or any amount in excess of a limit of EUR 10,000 after the application of the **Excess** in respect of malicious damage caused by a tenant of the **Property Insured**.
- G.** Storm or flood excluding:
- (a) the amount of the **Excess** stated in the **Schedule**;
  - (b) **Damage** caused by frost, **Subsidence**, **Heave** or **Landslip**;
  - (c) **Damage** to fences and gates unless caused by falling trees or there is **Damage** to structural parts of the **Buildings** at the same time;
  - (d) **Damage** to trees, plants, shrubs and turf unless there is **Damage** to the **Buildings** at the same time.
- H.** Escape of water or oil from any tank apparatus pipe or appliance excluding:
- (a) the amount of the **Excess** stated in the **Schedule**;
  - (b) **Damage** by water discharged or leaking from an automatic sprinkler installation.
- I.** Impact by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal excluding the amount of **Excess** stated in the **Schedule**.
- J.** Accidental escape of water from any automatic sprinkler installation excluding:
- (a) the amount of the **Excess** stated in the **Schedule**;
  - (b) **Damage** by freezing in any **Building** which is **Empty**;
  - (c) **Damage** by heat caused by fire.
- K.** Theft or attempted theft involving entry into or exit from the **Buildings** by forcible and violent means excluding:
- (a) the amount of the **Excess** stated in the **Schedule**;
  - (b) any loss which **You** are able to recover from another source.
- L.** **Subsidence**, **Heave** or **Landslip** excluding:
- (a) the amount of the **Excess** stated in the **Schedule**;
  - (b) **Damage** arising from **Settlement** or movement of made-up ground
  - (c) **Damage** arising from coastal or riverbank erosion;
  - (d) **Damage** resulting from:



(i) the construction, demolition, structural alteration or structural repair of any property;

(ii) groundworks or excavation works;

at the **Premises**.

(e) **Damage** arising from **Settlement** or bedding down of new structures;

(f) **Damage** commencing prior to the granting of cover under this insurance.

**M.** Any other accident excluding

(a) the amount of the **Excess** stated in the **Schedule**;

(b) **Damage** by any:

(i) of the Insured Events;

(ii) of the causes expressly excluded from the Insured Events;

specified in Insured Events A) to L) (whether or not insured).

(c) **Damage** to any property caused by:

(i) its own faulty or defective design or materials;

(ii) inherent or latent defect or wear and tear, being a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time;

(iii) faulty or defective workmanship on the part of **You** or any of **Your Employees**;

but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded:

(d) **Damage** caused by:

(i) corrosion, rust, wet or dry rot, marring, scratching, vermin or insects;

(ii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;

(iii) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates;

but this shall not exclude:

(1) such **Damage** which itself results from other **Damage** and is not otherwise excluded;

(2) subsequent **Damage** which itself results from a cause not otherwise excluded.

(e) **Damage** caused by disappearance or unexplained loss;



- (f) **Damage** to any building or structure caused by its own collapse or cracking unless resulting from a sudden identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one **Period of Insurance** and which:
  - (i) does not result from:
    - (1) the construction, demolition, structural alteration or structural repair of any property;
    - (2) groundworks or excavation works;at the **Premises**;
  - (ii) is not otherwise excluded.

#### 6.4 **Basis of Claims Settlement**

Unless stated otherwise in the **Schedule** the basis of settlement under this Section shall be reinstatement.

The amount payable in respect of **Buildings** shall be the cost of reinstatement of the **Damage**.

For this purpose "reinstatement" means:

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

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

Provided that:

- (i) **Our** liability for the repair or restoration of **Property Insured** damaged in part only shall not exceed the amount which would have been payable had such **Property Insured** been wholly lost or destroyed.
- (ii) If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property Insured** covered by any item subject to this Basis of Claims Settlement exceeds its Sum Insured at the commencement of any **Damage Our** liability shall not exceed that proportion of the amount of the **Damage** which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such **Property Insured** at that time.
- (iii) No payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement shall be made:
  - (1) unless reinstatement commences and proceeds without unreasonable delay;
  - (2) until the cost of reinstatement shall have been actually incurred;
  - (3) if the **Property Insured** at the time of the **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.



- (iv) All the terms and conditions of this policy shall apply:
  - (1) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as it is varied hereby;
  - (2) where claims are payable as if this Basis of Claims Settlement had not been incorporated.
- (v) **We** shall not be bound to reinstate exactly, but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its Sum Insured.

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

## 6.5 Section Conditions

### 6.5.1 Architects, Surveyors, Legal and Consulting Engineers Fees

The insurance for **Buildings** includes an amount in respect of architects, surveyors, legal and consulting engineers fees incurred in the reinstatement or repair of the **Property Insured** consequent upon its **Damage** but not for preparing any claim it being understood that the amount payable under the item shall not exceed in total the limits stated in the Basis of Claims Settlement.

### 6.5.2 Acquisitions

The insurance for **Buildings** extends to include:

- (a) additions and extensions to the **Property Insured** (but not appreciation in value) made after the commencement of each annual **Period of Insurance** for an amount not exceeding 10% of the Sum Insured or EUR 325,000 whichever is the less; and
- (b) any newly built or newly acquired **Buildings** for an amount not exceeding EUR 650,000;

anywhere in the **Territorial Limits**;

provided **Your** interest is not protected by any more specific insurance and provided **You** shall inform **Us** as soon as practicable and pay the appropriate additional premium.

### 6.5.3 Additional Sprinkler Costs

**We** will pay the costs incurred in upgrading an automatic sprinkler installation to the current LPC rules solely as imposed upon **You** by **Us** following **Damage** to the **Buildings** provided that at the time of the **Damage** the installation conformed to the 28th or 29th Edition rules or to the LPC rules current at the time of installation but did not conform to subsequent amendments to those Rules.

### 6.5.4 Automatic Reinstatement after a Loss

In the event of loss the Sums Insured will be automatically reinstated from the date of the loss unless written notice to the contrary is given either by **Us** or **You** and **You** shall pay any required premiums for reinstatement from that date.

### 6.5.5 Buildings awaiting Demolition

If at the time of the **Damage** any **Buildings** are awaiting demolition **Our** liability shall be limited to the additional cost of removing debris, as detailed in Condition 6.5.32 – Removal of Debris, which are incurred by **You** solely as a result of **Damage**.



#### 6.5.6 **Buildings awaiting Refurbishment Redevelopment or Renovation**

If at the time of the **Damage** any **Buildings** are awaiting refurbishment redevelopment or renovation **We** shall not be liable for any costs which would have been incurred by **You** in the absence of such **Damage**.

#### 6.5.7 **Change of Tenancy**

**You** must advise **Us** of all changes in tenancy, occupation or use within the **Premises**, as specified in Clause 1.10 – Changes We Need to Know About.

#### 6.5.8 **Confirmation of Values at Risk**

**You** must provide **Us** at the inception of the policy and annually thereafter with full details of the **Declared Values**.

#### 6.5.9 **Contract Works**

The insurance by each **Buildings** item extends to include Contract Works to the extent to which **You** have contracted to arrange cover provided **Our** maximum liability for any one loss shall not exceed EUR 130,000. This clause shall only apply in so far as the Contract Works are not otherwise insured and excludes the amount of **Excess** being EUR 325.

#### 6.5.10 **Contractors Interest**

Where **You** are required to effect insurance on the **Buildings** in the joint names of **You** and the contractor under the terms of the contract condition then the interest of the contractor in the **Buildings** as a joint insured is noted subject to details of any single contract where the original contract price exceeds EUR 325,000 having been advised to **Us** prior to work commencing and an additional premium being paid as appropriate.

#### 6.5.11 **Damage to Landscaped Gardens**

**We** will pay the costs and expenses incurred in replanting trees shrubs plants and turf used in landscaped gardens and grounds, belonging to **You** or for which **You** are responsible, as a result of **Damage** insured by this Section, being the cost of restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established provided that **Our** maximum liability for any one loss shall not exceed EUR 32,500.

#### 6.5.12 **Day One Basis**

Applicable only to those items showing a **Declared Value** as stated in the **Schedule**.

(a) **You** having stated in writing the **Declared Value** (shown in brackets below the Sum Insured) incorporated in each item to which this clause applies the premium has been calculated accordingly.

For the purposes of this clause **Declared Value** shall mean:

**Your** assessment of the cost of reinstatement of **Buildings** arrived at in accordance with paragraph 1 of the Basis of Claims Settlement Condition of this Section at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with an allowance for:

(i) the additional cost of reinstatement to comply with any **Stipulations**:



- (ii) professional fees;
- (iii) debris removal costs;
- (b) **You** must notify **Us** of the **Declared Value** at the start of each **Period of Insurance**. If **You** fail to notify **Us** of the **Declared Value** at the start of any **Period of Insurance** **We** will use the last **Declared Value** notified to **Us** for the following **Period of Insurance**.
- (c) Provisions (ii) and (iv) of the Basis of Claims Settlement Condition are restated as follows:
  - (ii) If at the time of the **Damage** the **Declared Value** is less than the cost of reinstatement of the **Property Insured** arrived at in accordance with paragraph 1 of this Condition at the start of the **Period of Insurance** **Our** liability for any **Damage** will be limited to that proportion which the **Declared Value** bears to the cost of reinstatement of the **Property Insured** arrived at in accordance with paragraph 1 of this Condition.
  - (iv) All the terms and conditions of this policy shall apply:
    - (1) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as it is varied hereby;
    - (2) where claims are payable as if this Basis of Claims Settlement had not been incorporated except that the Sums Insured shall be limited to 115% of the **Declared Value**.

#### 6.5.13 **Delays in Rebuilding**

**We** shall not be liable for increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with **Stipulations** unless such delays are wholly outside of **Your** control.

#### 6.5.14 **Designation**

For the purposes of determining where necessary the heading under which any property is insured **We** agree to accept the designation under which such property has been entered in **Your** books.

#### 6.5.15 **Empty Buildings**

- (a) Whenever the **Premises** stated in the **Schedule** are **Empty**, Condition 6.5.16 – Empty Buildings Condition applies;
- (b) **You** must notify **Us** as soon as practicably possible after any **Empty** building or **Empty** portion of a building insured by this policy becomes occupied or any occupied building becomes **Empty** and pay an additional premium if required. Please also refer to Clause 1.10 – Changes We Need to Know About.



#### 6.5.16 Empty Buildings Condition

Whenever a **Building** or portion thereof becomes **Empty**:

- (a) **You** must protect and secure the **Empty Building** or portion thereof by all possible means in order to mitigate the possibility of loss caused by vandals, thieves and arsonists.
- (b) **We** will not be liable for the first EUR 1,000 of each and every loss following **Damage** resulting from the acts of Malicious Persons not acting on behalf of or in connection with any political organisation.
- (c) the following actions must be implemented by **You** as soon as practicably possible:
  - (i) all mains services except electricity supply to maintain any fire or intruder alarm system must be turned off;
  - (ii) the water system must be completely drained or during the period 1st October to 1st April each year central heating systems must be kept working at a minimum temperature of 5 degrees Celsius. Where sprinkler systems are installed and water supplies must be maintained heating must be maintained at a minimum temperature of 5 degrees Celsius.
  - (iii) **You** and/or **Your** Agent is required to visit and check on the **Building** at least every 7 days. **You** and/or **Your** Agent must be in a position to provide evidence that the visits have taken place. Regardless of the period of unoccupancy **You** must remove any waste material from within the Premises or which is in the curtilage of the **Premises** including gardens, yards and passageways.
  - (iv) all letter boxes must be sealed up and steps taken to prevent accumulations of post or mail.
  - (v) **Buildings** must be secured against unlawful entry by closing and locking doors and windows and setting any security and alarm systems.
- (d) if the **Building** or portion thereof remains **Empty** for a further period of 60 days:
  - (i) the cover under this policy thereon is reduced to the Insured Events of Fire, Lightning, Explosion, Earthquake, Aircraft and other Aerial devices, and Property Owners Liability;
  - (ii) unless the installation of a New Tenant is imminent and this is unequivocally verifiable, **You** are required to board-up the **Building** at ground floor level using Sitex or equivalent high quality boarding-up material, coach-bolted through door frames and window frames.

If the property remains **Empty** for a further period of 11 months then **You** are required to board-up the upper floors of the building using Sitex or equivalent high quality boarding-up material coach-bolted through door frames and window frames.

**We** shall have no liability under the policy, if **You** fail to comply with the above provisions unless **You** show that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



### Unoccupied Buildings - Definition

- (i) Subject to Clause (ii) below, Condition 6.5.16 applies only to Buildings or Properties which are in single tenure and which are not occupied by more than one Tenant or Leaseholder. Properties which are in multi-tenure or multi-occupancy, i.e. which have more than one Tenant or Leaseholder, are not subject to Condition 6.5.16 unless all available letting units are **Empty**.
- (ii) Private dwelling-houses which are in a Row or Terrace or Commercial Premises which are in a Shopping Parade or Precinct where there is no common entrance and where access is separate and private, shall be considered to be separate **Buildings** to which Condition 6.5.16 will apply when such **Buildings** are **Empty**.

### 6.5.17 Security Requirements

In respect of **Buildings** occupied by **You** or for which the security is **Your** direct responsibility or that of **Your** agents and/or in respect of any **Empty Buildings** of which **We** have been notified:

- (a) any additional protection required by **Us** will be fitted in accordance with **Our** requirements and together with all other devices for the protection of the **Property Insured** will be kept in good order and put into full and effective operation whenever the **Premises** are closed for business to customers or callers or are unattended
- (b) all keys including duplicate keys relative to the security of a portion of the **Premises** or to any safe or strongroom containing **Property Insured** will be removed from that portion of the **Premises** whenever they are closed for business or left unattended.

**We** shall have no liability under the policy, if **You** fail to comply with the above provisions unless **You** show that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 6.5.18 European Union and Public Authorities (Including Undamaged Property)

This Section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the **Stipulations** in respect of:

- (i) the lost, destroyed or damaged property thereby insured; and
- (ii) undamaged portions of that property.

Excluding:

- (1) the cost incurred in complying with the **Stipulations**:
  - (a) in respect of **Damage** occurring prior to the inception of this policy;
  - (b) in respect of **Damage** not insured by this policy;
  - (c) under which notice has been served on **You** prior to the happening of the **Damage**;
  - (d) for which there is an existing requirement which has to be implemented within a given period; and
  - (e) in respect of property entirely undamaged by any Insured Event;
- (2) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the **Stipulations** not arisen;



- (3) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of that property by reason of compliance with the **Stipulations**.

#### Special Conditions

- (a) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **Damage** or within such further time as **We** may agree (during the said twelve months) and may be carried out upon another site (if the **Stipulations** so necessitate) subject to **Our** liability under this clause not being increased.
- (b) If **Our** liability under (any item of) this Section apart from this clause shall be reduced by the application of any of the terms and conditions of the policy then **Our** liability under this clause (in respect of any such item) shall be reduced in like proportion.
- (c) The total amount payable under (any item of) this Section in respect of this clause shall not exceed:
- (i) EUR 325,000 in respect of the lost, destroyed or damaged property;
  - (ii) EUR 325,000 in respect of undamaged portions of property (other than foundations).
- (d) All the terms and conditions of the policy except in so far as they are varied by this condition shall apply as if they had been incorporated herein.

#### 6.5.19 Extinguishment and Alarm Resetting

**We** will pay the costs and expenses incurred by **You** in refilling fire extinguishing appliances replacing used sprinkler heads and resetting fire or intruder alarms as a result of **Damage** as insured by this Section.

#### 6.5.20 Fire Brigade Charges

**We** will pay the charges levied against **You** by any local authority in respect of attendance by the fire brigade for the purpose of minimizing a loss following **Damage** caused by Insured Events A), B), C) or D) at the **Premises** provided that **Our** maximum liability for any loss shall not exceed EUR 50,000.

#### 6.5.21 Fire Extinguishing Appliances

**You** shall take all practical measures to ensure that:

- (a) any sprinkler or alarm installation or other fire protection equipment for which a reduced premium rate is allowed is maintained in efficient working order;
- (b) the routine tests prescribed by **Us** are carried out and any defects revealed by such tests are promptly remedied;
- (c) **Our** written consent is obtained to any proposed changes repairs or alterations to any sprinkler or alarm installation.

#### 6.5.22 Further Investigation Expenses

Where a **Building** has suffered **Damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **Damage** to portions of the same **Building**



which is not immediately apparent **We** will pay the reasonable costs incurred by **You** with **Our** prior consent in establishing whether or not such **Damage** has occurred.

**We** will also pay the costs incurred by **You** in establishing whether or not other **Buildings** in the vicinity have suffered **Damage** in the same incident but only if such **Buildings** are subsequently found to have suffered **Damage** for which **We** are liable.

#### 6.5.23 **Glass Breakage**

**We** will, at **Our** option, pay for or make good to **You** any breakage or malicious scratching of internal or external fixed glass being **Your** property for which **You** are responsible at the **Premises** occurring during the **Period of Insurance** and being in sound condition at the inception of this policy.

**We** will in addition pay for the cost of:

- (a) breakage of fixed sanitary ware;
- (b) boarding up and repair to associated framework reasonably incurred as a result of an insured breakage. **You** may without **Our** prior consent instruct builders or glaziers to board up where necessary;
- (c) repair or replacement of lettering alarm foil or other ornamentation work on glass provided that **Our** maximum liability for any one loss shall not exceed EUR 650;
- (d) repair or replacement of fixed mirrors provided that **Our** maximum liability for any one loss shall not exceed EUR 650; and
- (e) removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass provided that **Our** maximum liability for any one loss shall not exceed EUR 650.

Excluding any breakage whilst buildings are **Empty** and/or more specifically insured by **You** or on **Your** behalf.

#### 6.5.24 **Inadvertent Omission to Insure**

The insurance extends to include any **Building** within the **Territorial Limits** which **You** own or which **You** are responsible to insure which **You** have inadvertently failed to insure under this policy or any other policy with **Us**.

Provided that:

- (a) as soon as practicably possible after becoming aware of any **Building** not insured **You** shall arrange insurance with **Us** with effect from inception of this policy or the date upon which the insurance should have been arranged whichever is the later and pay the appropriate additional premium.
- (b) this clause shall not apply to any **Premises** covered under Clause 6.5.2 – Acquisitions.
- (c) **Our** maximum liability for any one claim will not exceed EUR 650,000.
- (d) **You** shall carry out at not less than annual intervals a check of all properties owned or leased by **You** and for which **You** are responsible to ensure that effective insurance is in force for such properties.



- (e) this clause shall only be effective if **We** are the sole provider of **Buildings** insurance in respect of **Your** properties owned in connection with the **Business** as defined in the **Schedule** and where **You** have an obligation to arrange such insurance.

#### 6.5.25 Lessee Failure to Insure

The insurance extends to include any **Building** within the **Territorial Limits** which **You** own but for which the lessee is responsible by virtue of lease requirements and which the lessee has inadvertently failed to insure:

- (a) against all the Insured Events; or
- (b) for a sufficient amount to provide for reinstatement of the **Buildings** as provided for by this policy.

Provided that:

- (i) as soon as practicably possible after becoming aware of:
  - (1) any **Building** not insured for all the Insured Events **You** shall arrange insurance for the uninsured Insured Events;
  - (2) any **Building** not insured for a sufficient amount to provide for reinstatement of the **Buildings You** shall arrange insurance for the amount of reinstatement;

and pay the appropriate additional premium.

- (ii) this clause shall not apply to any **Premises** covered under Condition 6.5.2 – Acquisitions or Condition 6.5.24 – Inadvertent Omission to Insure and in respect of **Buildings** under A above shall apply only for the Insured Events not insured by the lessee's policy.
- (iii) **Our** maximum liability for any one claim will not exceed EUR 650,000 but in no case shall **Our** liability exceed the difference between the amount payable under any insurance effected by the lessee or any other insurance on the **Premises** and the total cost of reinstatement provided by this policy.
- (iv) there shall be in force at the time of the **Damage** a valid and enforceable lease requiring the property to be insured against some or all of the Insured Events and the lessee to make good any uninsured **Damage**.
- (v) **You** have procedures in place to ensure that the lessee effects and maintains adequate insurance and wherever possible **Your** interest is noted and protected by a non-invalidating clause and lapse/cancellation notification undertaking.
- (vi) the insurance under this clause shall be subject to all the terms conditions and exclusions of the policy with the exception of Condition 6.5.37 – Subrogation Waiver which is restated as follows:

In the event of a claim arising under this Section **We** agree to waive any rights remedies or relief to which they might have become entitled by subrogation against:

- (1) any Company standing in relation of parent to subsidiary (or subsidiary to parent) to **You**; and
- (2) any Company which is a subsidiary of a parent company of which **You** are a subsidiary;



in each case within the meaning of the Companies Act 2014, current at the time of Damage;

- (vii) **We** shall not be liable:
- (1) for the amount of any **Excess** or deductible under any more specific insurance;
  - (2) where the lessee's policy fails due to breach of any condition or warranty contained within the lessee's policy as a result of the action of the landlord;
  - (3) where any loss destruction or damage has been declined by any insurer or made the subject of requirements which have not been completed;
  - (4) due to the failure of the lessee to make or pursue a legitimate insurance claim.

#### 6.5.26 **Loss of Market Value**

If **You** elect not to rebuild or repair the **Buildings** (and **We** do not exercise **Our** option to reinstate allowed by Condition 6.5.30 – Reinstatement by Us) **We** will pay **You** the reduction in the market value of the **Buildings** immediately following the **Damage** solely as a result of the **Damage** but not exceeding the amount which would have been payable had the **Buildings** been rebuilt or repaired.

#### 6.5.27 **Loss of Metered Utilities**

**We** will pay the cost of additional metered electricity gas oil or water charges being those incurred by **You** following accidental discharge from a metered system as a result of **Damage** as insured by this Section except those in respect of any loss which has not been discovered and remedial action taken within 30 days of occurrence of the **Damage** provided that **Our** maximum liability for any one loss shall not exceed EUR 32,500.

#### 6.5.28 **Non Invalidation**

Any act, omission or alteration, unknown to **You** or beyond **Your** control, which increases the risk of **Damage**, will not invalidate this insurance if, as soon as practicably possible after **You** become aware, **You** give notice to **Us** and pay an additional premium if required.

#### 6.5.29 **Other Interests**

The interests of freeholders, lessees, underlessees, assignees, and/or mortgagees of **Buildings** insured by this Section of the policy are noted in the insurance provided subject to their names being disclosed by **You** to **Us** in the event of any claim arising.

#### 6.5.30 **Reinstatement by Us**

If any **Property Insured** is to be reinstated or replaced by **Us** **You** shall at **Your** own expense provide all such plans, documents, books and information as may be required. **We** shall not be bound to reinstate exactly but only as circumstances permit and in a sufficient manner and the maximum amount payable in respect of any one of the items insured is its Sum Insured.

#### 6.5.31 **Reinstatement to Match**

Where the **Property Insured** has suffered **Damage** **You** may replace repair or restore the property with equivalent property which employs current technology, and replacement repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new.



This Section further extends to include the replacement or modification of undamaged property in so far as it is necessary to adapt it to operate in conjunction with that property which has been replaced repaired or restored provided that **Our** maximum liability is not increased beyond that amount that would otherwise have been payable for the replacement repair or restoration of the property destroyed in its original form.

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

#### 6.5.32 **Removal of Debris**

The insurance for **Buildings** includes an amount in respect of costs and expenses incurred by **You** with **Our** consent in:

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

of the portions of the **Property Insured** as a result of **Damage** insured against by this policy.

Excluding any costs or expenses:

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

**Our** liability in respect of any item shall in no case exceed the limits stated in the Basis of Claims Settlement.

#### 6.5.33 **Rent of Residential Property**

In the event that **Premises** occupied totally or partially for residential purposes suffer **Damage** and no Sum Insured on rent for the residential portions has been allocated then this policy extends to include such loss of **Rent Receivable** and other costs as specified under the Loss of Rental Income Section.

For the purposes of this clause:

- (a) the **Indemnity Period** shall be a maximum period of three years from the date of the **Damage** for which **We** shall be liable to pay any loss; and
- (b) any Underinsurance Condition is deleted.

This clause will also cover **You** in respect of any expenditure incurred in the provision of comparable accommodation for the benefit of any lessee to comply with the requirements of the lease.

**Our** maximum liability under this clause shall not exceed 20% of the Sum Insured applicable to the residential **Building** or residential portion of the **Building** concerned.

#### 6.5.34 **Repairs and Alterations**

Tradesmen may be employed to effect repairs or minor structural alterations in all or any of the **Buildings** insured without prejudice to this insurance.



#### 6.5.35 **Sale of Property Insured**

If at the time of **Damage** **You** have contracted to sell **Your** interest in any **Building** insured by this policy and the purchase has not been, but is later, completed, the purchaser, on completion of the purchase (if and so far as the property is not otherwise insured against such **Damage** by him or on his behalf), shall be entitled to the benefit under this Section so far as it relates to such **Damage** without prejudice to **Your** or **Our** rights and liabilities until completion.

#### 6.5.36 **Seventy Two Hour Clause**

In respect of Insured Event G – Storm or Flood only, **Damage** occurring continuously or intermittently during any period of 72 hours shall be treated as one loss at each separate **Premises** for the purpose of the application of any **Excess**.

#### 6.5.37 **Subrogation Waiver**

In the event of a claim arising under this Section **We** agree to waive any rights remedies or relief to which **We** might have become entitled by subrogation against:

(a) any company standing in relation of parent to subsidiary (or subsidiary to parent) to **You**; and

(b) any company which is a subsidiary of a parent company of which **You** are a subsidiary;

in each case within the meaning of the Companies Act 2014 current at the time of **Damage**;

(c) a tenant or lessee in respect of **Damage** to the part of the **Buildings** in the demise of that tenant or lessee or to common parts of the **Buildings** unless **Damage** arises out of a criminal fraudulent or malicious act.

#### 6.5.38 **Subsidence Heave and Landslip**

Special Conditions for Insured Event L - **Subsidence Heave** and **Landslip**.

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

(a) **You** shall notify **Us** as soon as practicably possible after **You** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;

(b) **We** shall then have the right to vary the terms or cancel this cover.

#### 6.5.39 **Temporary Removal**

This Section extends to include any landlord's fixtures and fittings or other property within the definition of **Buildings** whilst temporarily at other premises within the **Territorial Limits** for cleaning renovation or repair or other similar purposes and whilst in transit between the **Buildings** and such temporary locations by road rail or inland waterway but only to the extent that the property is not otherwise insured.

#### 6.5.40 **Theft Cover Extension**

Any cover provided under this Section in respect of theft is extended to include theft of keys being the costs incurred in replacing external door locks at the **Property Insured** following the loss of keys by:

(a) theft from the **Premises** or registered office or from the home of; or



(b) theft following hold-up whilst such keys are in the personal custody of;

**You** or any principal director, partner or **Employee** authorised to hold such keys.

Provided that the maximum amount payable in any one **Period of Insurance** shall not exceed:

(i) EUR 1,300 in respect of any one **Premises**; and

(ii) EUR 32,500 in aggregate.

#### 6.5.41 **Trace and Access**

**We** will pay the costs incurred by **You** in locating the source and subsequent making good of **Damage**, provided such **Damage** is insured by this Section, resulting from:

(a) the escape of water or oil from any tank apparatus or pipe; and

(b) accidental damage to cables underground pipes and drains serving the **Premises**.

Provided that the maximum amount payable in any one **Period of Insurance** shall not exceed:

(i) EUR 32,500 in respect of any one occurrence; and

(ii) EUR 32,500 in aggregate.

#### 6.5.42 **Unauthorised Use of Utilities**

**We** will pay the cost of metered electricity gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **Premises** without **Your** authority provided that **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered and that **Our** maximum liability for any one loss shall not exceed EUR 32,500.

#### 6.5.43 **Underinsurance**

If the **Property Insured** shall, at the time of any **Damage** to such **Property Insured** by any insured cause, be of greater value than the Sum Insured under each item stated in the **Schedule**, **We** will reduce any claim payment to reflect this underinsurance.

#### 6.5.44 **Value Added Tax**

The insurance by each item on **Buildings** extends to include Value Added Tax paid by **You** which is not subsequently recoverable.

Provided that:

(a) (i) **Your** liability for such tax arises solely as a result of the reinstatement or repair of the **Buildings** to which such item relates following **Damage**;

(ii) **We** have paid or have agreed to pay for such **Damage**;

(iii) if any payment made by **Us** in respect of the reinstatement or repair of such **Damage** is less than the actual cost of reinstatement or repair any payment under this clause resulting from that **Damage** shall be reduced in like proportion.

(b) **Your** liability for such tax does not arise from the replacement **Buildings** having greater floor area than or being better or more extensive than the destroyed or damaged **Buildings**.



- (c) where an option to reinstate on another site is exercised **Our** liability under this clause shall not exceed the amount of tax that would have been payable had the **Buildings** been rebuilt on its original site.
- (d) **Our** liability under this clause shall not include amounts payable by **You** as penalties or interest for non-payment or late payment of tax.
- (e) terms to the contrary elsewhere in this policy are over-ridden as follows in respect of those items to which this clause applies:
  - (i) for the purpose of any Underinsurance Condition rebuilding costs will be exclusive of Value Added Tax;
  - (ii) **Our** liability exceed the Sum Insured by an individual item on **Buildings** or in the whole the total Sum Insured where such excess is solely in respect of Value Added Tax.



# Policy

## Loss of Rental Income Section

### 7.1 Cover

**We** will cover **You** in respect of any interruption or interference with the **Business** occurring during the **Period of Insurance** at the **Premises** and caused by any of the following Insured Events if shown as operative in the **Schedule**.

Provided that at the time of the happening of the **Damage** there is an insurance in force covering **Your** interest in the **Buildings** where the **Damage** occurred and that:

- (a) payment shall have been made or liability admitted; or
- (b) payment would have been made or liability admitted but for the operation of a provision in such insurance excluding liability for losses below a specified amount;

except that this clause shall not apply in respect of any item on **Rent Receivable** where another party (not being **You**) is responsible for insuring the **Buildings** by virtue of lease or other contractual arrangements.

### 7.2 Limit of Liability

**Our** liability under this Section shall not exceed:

- (a) 200% of the **Rent Receivable** stated in the **Schedule**; and
- (b) 100% of the Sum Insured stated in the **Schedule** for each other item or extension;
- (c) the actual **Rent Receivable** by **You**.

unless otherwise agreed by **Us**.

### 7.3 Insured Events

The below Insured Events are Operative only if stated in the **Schedule**.

- A.** Fire excluding **Damage** by explosion resulting from fire.
- B.** Lightning.
- C.** Aircraft or other aerial devices or articles dropped therefrom.
- D.** Explosion excluding **Damage** caused by the bursting of any vessel machine or apparatus belonging to **You** or under **Your** control and in which internal pressure is due to steam only  
but this shall not exclude **Damage** caused by explosion of
  - (a) any boiler used for domestic purposes only or of any other boiler of economiser on the **Premises**;
  - (b) gas used for domestic purposes only.
- E.** Earthquake excluding **Damage** caused by fire.
- F.** Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding:



- (a) **Damage** arising from nationalisation, confiscation, requisition, seizure or destruction by order of the government or any public authority;
  - (b) **Damage** arising from cessation of work;
  - (c) as regards **Damage** directly caused by malicious persons not acting on behalf of or in connection with any political organisation, **Damage** in the course of theft or attempted theft;
- G.** Storm or flood excluding:
- (a) **Damage** caused by frost, **Subsidence, Heave or Landslip**;
  - (b) **Damage** to fences and gates unless caused by falling trees or there is **Damage** to structural parts of the **Buildings** at the same time;
  - (c) **Damage** to trees, plants, shrubs and turf unless there is **Damage** to the **Buildings** at the same time.
- H.** Escape of water or oil from any tank apparatus pipe or appliance excluding **Damage** by water discharged or leaking from an automatic sprinkler installation.
- I.** Impact by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal.
- J.** Accidental escape of water from any automatic sprinkler installation excluding:
- (a) **Damage** by freezing in any **Building** which is **Empty**;
  - (b) **Damage** by heat caused by fire.
- K.** Theft or attempted theft involving entry into or exit from the **Buildings** by forcible and violent means excluding any loss which **You** are able to recover from another source.
- L.** **Subsidence, Heave or Landslip** excluding:
- (a) **Damage** arising from the settlement or movement of made-up ground
  - (b) **Damage** arising from coastal or riverbank erosion;
  - (c) **Damage** resulting from:
    - (i) the construction, demolition, structural alteration or structural repair of any property;
    - (ii) groundworks or excavation works;at the **Premises**.
  - (d) **Damage** arising from the **Settlement** or bedding down of new structures;
  - (e) **Damage** commencing prior to the granting of cover under this insurance.
- M.** Any other accident excluding
- (a) **Damage** by any:
    - (i) of the Insured Events;
    - (ii) of the causes expressly excluded from the Insured Events;



specified in Insured Events A) to L) (whether or not insured).

- (b) **Damage** to any property caused by:
- (i) its own faulty or defective design or materials;
  - (ii) inherent or latent defect or wear and tear, being a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time;
  - (iii) faulty or defective workmanship on the part of **You** or any of **Your Employees**;
- but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded:
- (c) **Damage** caused by:
- (i) corrosion, rust, wet or dry rot, marring, scratching, vermin or insects;
  - (ii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;
  - (iii) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates;
- but this shall not exclude:
- (1) such **Damage** which itself results from other **Damage** and is not otherwise excluded;
  - (2) subsequent **Damage** which itself results from a cause not otherwise excluded.
- (d) **Damage** caused by disappearance or unexplained loss;
- (e) **Damage** to any building or structure caused by its own collapse or cracking unless resulting from a sudden identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one **Period of Insurance** and which:
- (i) does not result from:
    - (1) the construction, demolition, structural alteration or structural repair of any property;
    - (2) groundworks or excavation works;at the **Premises**;
  - (ii) is not otherwise excluded.

#### 7.4 Basis of Claims Settlement

Unless stated otherwise the insurance on **Rent Receivable** is limited to:

- (a) loss of **Rent Receivable**; and
- (b) increase in cost of working;



and the amount payable shall be:

- (i) in respect of loss of **Rent Receivable**:  
  
the amount by which the **Rent Receivable** during the **Indemnity Period** shall fall short of the **Standard Rent Receivable** in consequence of the **Damage**; and
- (ii) in respect of increase in cost of working:  
  
the additional expenditure incurred for the sole purpose of avoiding or diminishing the loss in **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 charges and expenses of the **Business** payable out of **Rent Receivable** as may cease or be reduced in consequence of the **Damage**.

Provided that if the Sum Insured by the item on **Rent Receivable** 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.

## 7.5 Section Conditions

### 7.5.1 Advance Rent Receivable

If **Rent Receivable** is insured in respect of new property developments **You** must show that but for the **Damage Rent Receivable** would have been earned and **You** will be required to support a claim for loss of **Rent Receivable** by submitting evidence of the amount of such **Rent Receivable** and the date from which it would have been earned. **We** will have regard:

- (a) to actual negotiations with prospective tenants both before and after the **Damage**;
- (b) for demand for similar accommodation in the locality;

the general level of rents applying.

If required the advice of a professional valuer acceptable to both **You** and **We** will be sought and the professional fees charged will be included in the indemnity provided under this clause.

### 7.5.2 Alternative Premises

If in consequence of the **Damage You** shall use other premises to provide accommodation to tenants the **Rent Receivable** from those premises during the **Indemnity Period** shall be taken into account in assessing the loss of rent.

### 7.5.3 Acquisitions

**We** will pay for loss of **Rent Receivable** for any newly acquired or newly erected **Buildings** or alterations additions or extensions to **Buildings** covered under the Property Damage Section that is not otherwise insured.

Provided that:

- (a) the most **We** will pay at any one situation is EUR 130,000 in respect of any newly acquired or newly erected **Buildings** or 10% of the Sum Insured under this Section up to a maximum of EUR 130,000 in respect of alterations additions or extensions to **Buildings** during any one **Period of Insurance**;



- (b) **You** must inform **Us** as soon as practicable of any acquisitions as detailed above and take out insurance cover from the date **Our** liability commenced.

#### 7.5.4 **Automatic Reinstatement after a Loss**

In the event of loss the Sums Insured will be automatically reinstated from the date of the loss unless written notice to the contrary is given either by **Us** or **You** and **You** shall pay any required premiums for reinstatement from that date.

#### 7.5.5 **Buildings Awaiting Sale**

If at the time of **Damage** **You** shall have contracted to sell **Your** interest in the **Premises** or shall have accepted an offer in writing to purchase **Your** interest in the **Premises** subject to contract and the sale is cancelled or delayed solely in consequence of the **Damage**, then provided **You** shall make all practical efforts to complete the sale of the **Premises** as soon as practicably possible after the **Damage** **You** may opt for the amount payable by **Us** to be as follows:

- (a) during the period prior to the date upon which but for the **Damage** the **Premises** would have been sold:

the loss of **Rent Receivable** being the actual amount of the reduction in **Rent Receivable** solely in consequence of the **Damage**;

- (b) during the period commencing with the date upon which but for the **Damage** the **Premises** would have been sold and ending with the actual date of sale or with the expiry of the **Indemnity Period** if earlier:

the loss in respect of interest being:

- (i) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the **Business**;
- (ii) the investment interest lost on any balance of the sale proceeds (after deduction of any capital borrowed as provided under paragraph i) above

less any amount receivable in respect of **Rent Receivable**.

This clause also covers with **Our** consent the additional expenditure being the expenditure incurred during the **Indemnity Period** in consequence of the **Damage** solely to avoid or minimise the loss payable under (a) and (b) above.

#### 7.5.6 **Confirmation of Values at Risk**

**You** must provide **Us** at the inception of the policy and annually thereafter with full details of the **Rent Receivable**.

#### 7.5.7 **Cost of Re-letting**

**We** will pay costs and expenses that **You** incur with **Our** consent during the **Indemnity Period** in re-letting the **Premises** (including legal fees in connection with the re-letting) solely in consequence of the **Damage**.

#### 7.5.8 **Failure of Supply**

This Section includes loss resulting from interruption of or interference with the **Business** as insured as a result of the accidental failure of supply of:

- (a) electricity at the terminal ends of the service provider's feeders at the **Premises**;



- (b) gas at the service provider's meters at the **Premises**;
- (c) water at the service provider's main stop cock serving the **Premises** (other than by drought);
- (d) telecommunications services (excluding the provision of extranets or access to or presence on the internet or access to applications and related services over the internet) at the incoming line terminals or receivers at the **Premises** but excluding satellites;

not occasioned by the deliberate act of any service provider nor by the exercise by any such provider of its power to withhold or restrict supply or provision of telecommunication services.

Special Conditions applicable to this clause:

- (i) the **Indemnity Period** shall not exceed 3 months in respect of telecommunications services;
- (ii) the **Indemnity Period** shall commence 24 hours after the commencement of the failure of supply including telecommunications services and not as stated in the Definitions.

Provided that **Our** liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or EUR 130,000 whichever is the less.

#### 7.5.9 **Inadvertent Omission to Insure**

The insurance extends to include any **Rent Receivable** of any **Building** within the **Territorial Limits** which **You** own or which **You** are responsible to insure which **You** have inadvertently failed to insure under this policy or any other policy with **Us**.

Provided that:

- (a) as soon as practicably possible after becoming aware of any **Rent Receivable** not insured **You** shall arrange insurance with **Us** with effect from inception of this policy or the date upon which the insurance should have been arranged whichever is the later and pay the appropriate additional premium.
- (b) this clause shall not apply to any **Premises** covered under Condition 7.5.3 – Acquisitions.
- (c) **Our** maximum liability for any one claim will not exceed EUR 325,000.
- (d) **You** shall carry out at not less than annual intervals a check of all properties owned or leased by **You** and for which **You** are responsible to ensure that effective insurance is in force for such properties.
- (e) this clause shall only be effective if **We** are the sole provider of **Rent Receivable** insurance in respect of **Your** properties owned in connection with the **Business** as defined in the **Schedule** and where **You** have an obligation to arrange such insurance.

#### 7.5.10 **Infectious Diseases**

**We** shall reimburse **You** in respect of interruption of or interference with the **Business** during the **Indemnity Period** following:

- (a) any:
  - (i) occurrence of a **Notifiable Disease** at the **Premises** or attributable to food or drink supplied from the **Premises**;



- (ii) discovery of an organism at the **Premises** likely to result in the occurrence of a **Notifiable Disease**;
- (iii) occurrence of a **Notifiable Disease** within a radius of 25 miles of the **Premises**;
- (b) the discovery of vermin or pests at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority;
- (c) any accident causing defects in the drains or other sanitary arrangements at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority; or
- (d) any occurrence of murder or suicide at the **Premises**.

Special Conditions applicable to this clause:

For the purposes of this clause:

- (i) **Indemnity Period** shall mean the period during which the results of the **Business** shall be affected in consequence of the occurrence discovery or accident beginning:
  - (1) in the case of a) and d) above with the date of the occurrence or discovery; or
  - (2) in the case of b) and c) above the date from which the restrictions on the **Premises** applied;

and ending not later than the **Indemnity Period** thereafter shown below.

- (ii) **Premises** shall mean only those locations stated in the **Premises** definition. In the event that the Section includes an extension which treats loss destruction or damage at other locations to be **Damage** such extension shall not apply to this clause.
- (iii) **We** shall not be liable under this clause for any costs incurred in the cleaning repair replacement recall or checking of property.
- (iv) **We** shall only be liable for the loss arising at those **Premises** which are directly affected by the occurrence discovery or accident.
- (v) **Indemnity Period** shall mean 3 months.

Provided that **Our** liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or EUR 130,000 whichever is the less.

#### 7.5.11 **Loss of Investment Income on Late Payment of Rent**

If as a result of **Damage We** are making a payment in respect of **Rent Receivable** and the payment by **Us** to **You** is made later than the date upon which **You** would normally expect to receive such rent from the lessee **We** will pay a further sum representing the interest which **You** would have earned by placing the money in **Your** normal deposit account on the earlier date.

#### 7.5.12 **Managing Agents Premises**

The insurance by each item on **Rent Receivable** is extended to include loss as insured by this Section resulting solely from **Damage to Buildings** or other property at any location within the **Territorial Limits** owned or occupied by **Your** managing agents for the purposes of their business in consequence of which the **Rent Receivable** by **You** is reduced.



Provided that **Our** liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or EUR 130,000 whichever is the less.

#### 7.5.13 **New Business**

For the purpose of any claim arising from **Damage** occurring before the completion of the first years trading of the **Business** at the **Premises** such loss will be ascertained by applying the **Rent Receivable** earned during the period between the commencement of the **Business** and the date of the **Damage** to the amount by which the **Rent Receivable** during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the **Rent Receivable** realised during the period between the commencement of the **Business** and the date of the **Damage**.

#### 7.5.14 **Payments on Account**

Payments on account may be made during the **Indemnity Period** if required on the date which but for the **Damage** the rent would have been due from the lessee.

#### 7.5.15 **Prevention of Access**

Loss as insured by this Section resulting from interruption of or interference with the **Business** in consequence of loss, destruction of or damage to property in the vicinity of the **Premises**, where such loss, destruction or damage shall prevent or hinder the use of or access to the **Premises**, whether or not **Your Premises** or **Your** property in the **Premises** is damaged, shall be treated as being **Damage**, but excluding loss resulting from loss or destruction of or damage to property of any supply undertaking from which **You** obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of such services.

Provided that **Our** liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or EUR 130,000 whichever is the less.

#### 7.5.16 **Professional Accountants and Legal Fees**

**We** will pay the charges payable by **You** to:

- (a) **Your** professional accountants for producing information required by **Us**, under the Claims Notification and Conditions Section, and for reporting that such information is in accordance with **Your** accounts;
- (b) **Your** lawyers for determining **Your** contractual rights under any rent cessor clause or insurance break clause contained in the lease;

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

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the policy shall in no case exceed the Sum Insured.

#### 7.5.17 **Rent Free Period**

If at the date of the **Damage** any **Premises** insured by this policy are subject to a rent free period under the terms of the lease then the **Indemnity Period** stated in the **Schedule** shall be adjusted by adding the unexpired portion of the rent free period to the **Indemnity Period** provided that **Our** maximum liability does not exceed the Sum Insured or any Limit of Liability stated in the policy whichever is the lower.



#### 7.5.18 **Subrogation Waiver**

In the event of a claim arising under this Section **We** agree to waive any rights remedies or relief to which they might have become entitled by subrogation against:

(a) any company standing in relation of parent to subsidiary (or subsidiary to parent) to **You**; and

(b) any company which is a subsidiary of a parent company of which **You** are a subsidiary;

in each case within the meaning of the Companies Act 2014 current at the time of **Damage**;

(c) a tenant or lessee in respect of **Damage** to the part of the **Buildings** in the demise of that tenant or lessee or to common parts of the **Buildings** unless **Damage** arises out of a criminal fraudulent or malicious act.

#### 7.5.19 **Subsidence Heave and Landslip**

Special Conditions for Insured Event L - **Subsidence Heave** and **Landslip**.

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

(a) **You** shall notify **Us** as soon as practicably possible after **You** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;

(b) **We** shall then have the right to vary the terms or cancel this cover.

#### 7.5.20 **Underinsurance**

If the **Rent Receivable** shall, at the time of any **Damage** by any insured cause, be of greater value than the Sum Insured stated in the **Schedule**, **We** will reduce any claim payment to reflect this underinsurance.

#### 7.5.21 **Value Added Tax**

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



# Policy

## Employers' Liability Section

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### 8.1 Cover

**We** will cover **You** for all sums that **You** shall become legally liable to pay as damages, together with costs and expenses shown below, in respect of **Injury** sustained within the **Territorial Limits** during the **Period of Insurance** by any **Employee** arising out of their employment by **You** in the course of the **Business**.

### 8.2 Limit of Liability

**Our** liability under this Section for damages, costs and expenses payable in respect of any one claim or series of claims against **You** consequent upon or attributable to one source or original cause shall not exceed the amount stated in the **Schedule**.

Costs and expenses shall mean:

- (a) costs and expenses of claimants for which **You** are legally liable;
- (b) other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of reimbursement under this Section;
- (c) solicitors fees incurred with **Our** written consent for:
  - (i) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**;
  - (ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death;which may be the subject of reimbursement under this Section;
- (d) legal costs and expenses incurred with **Our** written consent by **You** and, at **Your** request, any director or **Employee**, and costs awarded against **You** or the director or **Employee** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the **Period of Insurance** under the Safety Health and Welfare at Work Act 2005 provided that:
  - (i) the proceedings relate to the health safety or welfare of **Employees**;
  - (ii) **We** will not reimburse **You** in respect of:
    - (1) proceedings consequent upon a deliberate act by or omission by **You**, any director or **Employee**;
    - (2) fines or penalties of any kind or the costs of appeal against improvement or prohibition notices; or
    - (3) costs and expenses insured by any other policy.



### 8.3 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy and form part of and are not in addition to the Limit of Liability as stated in the **Schedule**.

#### 8.3.1 Additional Persons Insured

- (a) In the event of the death of any person entitled to reimbursement under this Section **We** will reimburse in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- (b) At **Your** request **We** will reimburse in the terms of this Section:
  - (i) any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement;
  - (ii) any of **Your** directors or **Employees** in respect of liability arising in connection with the **Business**;

provided that **You** would have been entitled to reimbursement under this Section if the claim had been made against **You**;

- (iii) any officer committee or member of **Your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
- (iv) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for such director or senior official;

Provided that:

- (i) each person shall as though they were **You** observe fulfil and be subject to the terms of this Section insofar as they can apply; and
- (ii) **We** shall retain the sole conduct and control of all claims; and
- (iii) where **We** are required to cover more than one party the total amount payable to all parties in respect of damages shall not exceed the Limit of Liability as set out in the **Schedule**.

#### 8.3.2 Compensation for Court Attendance

In the event of the following persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to reimbursement under this Section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

- (a) any of **Your** directors or partners: EUR 325
- (b) any **Employee** EUR 130



### 8.3.3 Unsatisfied Court Judgements

In the event of **Injury** to an **Employee**, sustained during the **Period of Insurance** and arising out of their employment by **You** in the course of the **Business**, which results in a judgement for damages being obtained by such **Employee**, or their personal representatives, and which remains unsatisfied in whole or in part six (6) months after the date of such judgement, **We** will, at **Your** request, pay to the **Employee** or their personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- (a) the judgement for damages is obtained:
  - (i) in a court of law within the Republic of Ireland; and
  - (ii) against a company, partnership or individual other than **You**, conducting a business at or from premises within the Republic of Ireland;
- (b) there is no appeal outstanding;
- (c) the judgement relates to **Injury** which would otherwise be within the terms of the policy; and
- (d) if any payment is made under the terms of this clause the **Employee** or the personal representative of the **Employee** shall assign the judgement to **Us**.

## 8.4 Exclusions

This Section does not apply to or include cover for or arising out of or relating to:

### 8.4.1 Offshore

any work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform.

### 8.4.2 Road Traffic Act

legal liability in respect of which compulsory insurance or security is required to be arranged under the Road Traffic Acts 1961 and 1994 or any subsequent legislation amending or replacing such Acts.



# Policy

## Property Owners Liability Section

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### 9.1 Cover

**We** will cover **You** against all sums that **You** shall become legally liable to pay as damages in respect of accidental:

- (a) **Injury** to any person;
- (b) loss of or damage to material property;
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement; or
- (d) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy;

occurring within the **Territorial Limits** during the **Period of Insurance** and happening in connection with the **Business**.

### 9.2 Limit of Liability

**Our** liability for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the amount stated in the **Schedule** for any one event.

No cover shall be granted under this Section for the first EUR 325 of each and every occurrence in respect of loss or damage to property.

### 9.3 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy and form part of and are not in addition to the Limit of Liability as stated in the **Schedule**.

#### 9.3.1 Additional Persons Insured

In the event of the death of any person entitled to cover under this Section **We** will cover in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.

At **Your** request **We** will cover in the terms of this Section:

- (a) any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement provided that **You** would have been entitled to cover under this Section if the claim had been made against **You**;
- (b) any of **Your** directors or **Employees** in respect of liability arising in connection with the **Business** provided that **You** would have been entitled to cover under this Section if the claim had been made against **You**;
- (c) any officer committee or member of **Your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;



- (d) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for such director or senior official;

Provided that:

- (i) each such person shall, as though they were **You**, observe, fulfil and be subject to the terms of this Section in so far as they can apply;
- (ii) **We** shall retain the sole conduct and control of all claims;
- (iii) where **We** are required to cover more than one party the total amount payable to all parties in respect of damages shall not exceed the Limit of Liability as set out in the **Schedule**.

### 9.3.2 **Compensation for Court Attendance**

In the event of the following persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to cover under this Section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

- (a) any of **Your** directors or partners EUR 325
- (b) any **Employee** EUR 130

### 9.3.3 **Contingent Motor Liability**

Exclusion 9.4.7 shall not apply to legal liability in respect of **Injury**, loss or damage arising out of the use in connection with the **Business** of any motor vehicle not owned or provided by **You**.

The reimbursement will not apply to legal liability:

- (a) in respect of loss of or damage to any such vehicle or to goods carried in or on the vehicle;
- (b) in respect of **Injury**, loss of or damage arising while such vehicle is being:
  - (i) driven by **You**;
  - (ii) driven with **Your** general consent or that of **Your** representative by any person who to **Your** knowledge or that of **Your** representative does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding such a licence;
  - (iii) used elsewhere than in the Republic of Ireland; or
  - (iv) engaged in racing, pace making reliability trials or speed testing;
- (c) in respect of which **You** are entitled to reimbursement under any other insurance:

### 9.3.4 **Costs**

**We** will in addition:

- (a) pay all other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of cover under this Section;
- (b) pay solicitors fees incurred with **Our** written consent for:



- (i) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**; and
- (ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death;

which may be the subject of cover under this Section;

- (c) cover **You** and, at **Your** request, any director or **Employee** in respect of legal costs and expenses incurred with **Our** written consent, and costs awarded against **You** and **Your** director or **Employee** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the **Period of Insurance** under the Health and Welfare at Work etc. Act 2005 provided that:
  - (a) the proceedings relate to the health, safety or welfare of persons other than **Employees**;
  - (b) **We** will not cover **You** in respect of:
    - (i) fines or penalties of any kind or the costs of appeal against improvement or prohibition notices;
    - (ii) proceedings which result from any deliberate act by or omission by **You**, any director or **Employee**;
    - (iii) costs and expenses insured by any other policy.

### 9.3.5 **Cross Liabilities**

This Section shall apply separately to each person named in the **Schedule** as if a separate policy had been issued to each provided that if **We** are required to cover more than one party in respect of any occurrence **Our** total liability shall not exceed the Limit of Liability.

### 9.3.6 **Data Protection Acts 1998 and 2003 Extension**

**We** will cover **You** for **Your** liability arising under the Data Protection Acts 1998 and 2003 to pay compensation for damages or distress, provided that:

- (a) the process of registration under the above Act has been commenced or completed by **You** and the application has not been refused or withdrawn;
- (b) no liability arises as a result of the provision by **You** of the services of a Data Processor.

**Our** total liability including all costs and expenses shall not exceed EUR 325,000 during any one **Period of Insurance**.

For the purposes of this extension the phrases or words Data Processor and Data shall carry the same meaning as defined under the Data Protection Act 1998.

The cover will not apply to legal liability:

- (i) in respect of the recording or provision of Data for reward or for determining the financial status of any person; or
- (ii) which arises as a result of **Your** deliberate act or omission and which could have been expected by **You** having regard to the nature and circumstances of such act or omission.



### 9.3.7 Food Safety Authority of Ireland Act Legal Defence Cost

**We** will pay legal costs and expenses **You** or, at **Your** request, any of **Your** directors or **Employees** incur in the defence of any criminal proceedings brought for a breach of the Food Safety Authority of Ireland Act 1998, or any regulations under the Act, committed or alleged to have been committed during the **Period of Insurance**. **We** will also pay legal costs and expenses incurred with **Our** consent in an appeal against conviction arising from such proceedings.

Provided always that:

- (a) the criminal proceedings relate to an offence committed in the course of **Your Business** as stated on the **Schedule**;
- (b) this extension only applies to proceedings brought in the Republic of Ireland;
- (c) **You** or **Your** directors or **Employees** give **Us** notice as soon as practicably possible of any summons or other process served upon **You** or **Your** directors or **Employees** and of any event that may give rise to proceedings against **You** or **Your** directors or **Employees**.

The cover will not apply to legal liability:

- (i) where **You** or **Your** directors or **Employees** are insured by any other policy of insurance;
- (ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of **You** or **Your** directors or **Employees**;
- (iii) for legal costs and expenses which **You** or **Your** directors or **Employees** may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of **You** or **Your** directors or **Employees**;
- (iv) in respect of fines or penalties;
- (v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined.

### 9.3.8 Legionellosis

Exclusion 9.4.9 - Pollution shall not apply to any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like.

Provided that;

- (a) **We** will only cover **You**:
  - (i) in respect of claims arising from **Pollution** which arise out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like first made in writing to **You** during the **Period of Insurance**; or



- (ii) if the first notification of a circumstance which has caused or is alleged to have caused **Injury** or damage and can be expected to give rise to a claim arising from **Pollution** which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air-conditioning plants cooling towers and the like is notified to **Us** during the **Period of Insurance** or within thirty (30) days after the expiry of the same **Period of Insurance**;
- (b) **Our** liability under this extension for all compensation (including interest thereon) and claimants costs and expenses payable shall not exceed EUR 1,300,000 and for all claims arising from **Pollution** shall not exceed the Limit of Liability as stated in the **Schedule**;
- (c) this extension shall not apply to any claim arising from **Pollution** which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like if before the **Period of Insurance** **You** had become aware of circumstances which have given or may give rise to such **Pollution**.

#### 9.3.9 Libel and Slander

**We** will reimburse **You** in respect of legal liability to pay damages and claimants costs and expenses in respect of claims made against **You** during the **Period of Insurance** arising from any act of libel or slander committed or uttered in good faith by **You** during the **Period of Insurance** in the course of the **Business**.

Provided always that:

- (a) the cover granted by this clause will apply solely to **Your** in-house and trade publications;
- (b) **Our** liability under this extension will not exceed EUR 325,000 in any one **Period of Insurance**.

#### 9.3.10 Overseas Personal Liability

**We** will cover **You** and, if **You** so request, any of **Your** directors, partners or **Employees** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside the Republic of Ireland in connection with the **Business**.

The cover will not apply to legal liability:

- (a) arising out of the ownership or occupation of land or buildings; or
- (b) in respect of which any person referred to is entitled to reimbursement under any other insurance.

#### 9.3.11 Rented Premises

Exclusion 9.4.12 shall not apply to premises leased, let, rented, hired or lent to **You**.

The cover will not apply to legal liability in respect of:

- (a) loss or damage arising under agreement unless liability would have attached to **You** in the absence of such agreement; or
- (b) loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by **You** or on **Your** behalf; and



- (c) the first EUR 650 of each and every occurrence of loss or damage caused otherwise than by fire or explosion.

#### 9.3.12 **Sale of Goods and Supply of Services Act 1980 – Legal Defence Costs**

**We** will pay all amounts **You** or, at **Your** request, any of **Your** directors or **Employees** become legally liable to pay in the defence of any criminal proceedings brought for a breach of the Sale of Goods and Supply of Services Act 1980 or any regulations made under the Act committed or alleged to have been committed during the **Period of Insurance** including legal costs and expenses incurred with **Our** consent in an appeal against conviction arising from the proceedings.

Provided always that:

- (a) the criminal proceedings relate to an offence committed in the course of **Your Business** as stated on the **Schedule**;
- (b) this extension shall apply only to proceedings brought in the Republic of Ireland;
- (c) **You** and **Your** directors or **Employees** shall give **Us** notice as soon as practicably possible of any summons or other proceedings against **You** or **Your** directors or **Employees**.

The cover will not apply to legal liability:

- (i) where **You** or **Your** directors or **Employees** are insured by any other policy of insurance;
- (ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of **You** or **Your** directors or **Employees**;
- (iii) in respect of legal costs and expenses which **You** or **Your** directors or **Employees** may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of **You** or **Your** director or **Employee**;
- (iv) in respect of fines or penalties;
- (v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined; and
- (vi) unless **We** have the sole conduct and control of all claims.

#### 9.4 **Exclusions**

This Section does not apply to or include cover for or arising out of or relating to:

##### 9.4.1 **Aircraft and Watercraft**

- (a) work in or on aircraft;
- (b) work in or on airport or aerodrome runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access; or
- (c) the ownership possession or use by **You** or on **Your** behalf of any aircraft watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon).

##### 9.4.2 **Asbestos**



the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

9.4.3 **Contracts and Agreements**

any legal liability assumed by **You** under agreement unless the conduct and control of claims is vested in **Us** but cover shall not in any event apply to liquidated damages, fines or penalties.

9.4.4 **Defective Premises**

the costs of remedying any defect or alleged defect in land or premises sold or disposed of by **You** or for any reduction in the value of such land or premises.

9.4.5 **Injury to Employees**

any Injury to an Employee.

9.4.6 **Known Prior Circumstances**

circumstances which **You** or person insured knew or ought to have known was likely to give rise to a claim prior to the inception date of this policy.

9.4.7 **Motor Vehicles**

the ownership, possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle or attached trailer in circumstances where compulsory insurance or security is required or where insurance is provided by another policy provided always that:

This exclusion shall not apply in respect of liability arising during the act of loading or unloading any such mechanically propelled vehicle or attached trailer unless insurance is provided by another policy.

9.4.8 **Offshore**

any work undertaken or operations located **Offshore**.

9.4.9 **Pollution**

**Pollution** other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

All **Pollution** which arises out of one incident shall be treated as having occurred at the time such incident takes place.

**Our** liability for all damages payable in respect of all **Pollution** which is treated as having occurred during the **Period of Insurance** shall not exceed in the aggregate the amount shown in the **Schedule** as the Limit of Liability for any one event.

9.4.10 **Products Supplied**



any **Injury** or loss of or damage to property caused by or in connection with any product or item, including containers, packaging, instruction, or labelling sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **You** or on **Your** behalf or any structure, constructed, erected or installed or contract work executed by **You** or on **Your** behalf in the course of the **Business** which have ceased to be in **Your** custody or control other than food or drink provided as a service at **Your Premises** to **Employees** or visitors.

9.4.11 **Professional Advice**

any professional advice, design or specification provided by **You** or on behalf of **You** for a fee.

9.4.12 **Property**

any loss or damage to:

- (a) property belonging to **You**; or
- (b) property which is leased, let, rented, hired or lent to **You** or which is the subject of a bailment to **You**.

9.4.13 **Property Being Worked Upon**

any loss of or damage to that part of any property upon which **You** are or have been working where the loss or damage is the direct result of such work.

9.4.14 **Punitive Damages**

any aggravated exemplary vindictive or punitive damages awarded by any Court of Law.

9.5 **Conditions**

9.5.1 **Discharge of Liability**

**We** may pay the Limit of Liability or any lesser amount for which any claim or claims against **You** can be settled and **We** shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

9.5.2 **USA and/or Canada**

Where this Section applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced in the United States of America or Canada or in any subsequent action brought elsewhere in the world to enforce an action for damages commenced in the United States of America or Canada, **Our** liability in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with **Our** written consent shall not exceed the Limit of Liability and shall exclude punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties.