



Commercial Combined Policy (Ireland)



EVEREST

COMMERCIAL COMBINED INSURANCE

This is to certify that in accordance with the authorisation granted under Contracts (as described in the **Schedule**) to the **Coverholder** by the **Insurer(s)** listed herein, and in consideration of the premium specified having been paid, the **Insurer** agrees to provide insurance to the extent and in the manner specified herein or endorsed hereon.

Provided always that:

- (1) the liability of the **Insurer** shall not exceed the Limits of Liability or **Sums Insured** expressed in the Policy **Schedule** or contained herein or such other Limits of Liability or **Sums Insured** as may be substituted by **Endorsement** and agreed by or on their behalf.
- (2) this Policy provides cover only in respect such **Sections** of the Policy **Schedule** as are specified as being covered or have a Limit of Liability or **Sum Insured** shown against them.
- (3) this Policy is subject to all the provisions, conditions, warranties and exclusions contained within the body of the wording or endorsed or added thereto, all of which are to be considered as incorporated and shall be read together as one document.

This Policy has been issued and signed for and on behalf of the **Insurer** by



Neil Revill
Director
Everest Underwriting
Authorised signatory.

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IMPORTANT INFORMATION STATEMENTS

This Policy is an important document that **You** should read and store carefully. It sets out what is and is not covered under the Policy **You** have purchased and explains key contractual obligations that apply to **You** and to **Us**.

This Policy has been issued by the **Coverholder** as an agent of the **Insurer**.

This document, the **Schedule** and any **Endorsements** supplied to **You** form **Your** Policy. Please read the **Schedule** carefully and if it is incorrect return it immediately to **Your** insurance broker for alteration.

It is essential that:

- **You** check that each of the insured **Sections** and the **Schedule** are correct.
- **You** comply with **Your** duties under each **Section** and under the insurance as a whole.
- This Policy should be kept in a safe place as **You** may need to refer to it if **You** have to make a claim. It is recommended that **You** retain details of **Your** Employers' Liability Policy/certificates for at least 40 years.

You have a duty at inception and renewal of this Policy and a continuing duty throughout the **Period of Insurance** to disclose and to make a fair presentation of all facts that are material to **Us** including those relating to any claim. If **You** have any doubt as to whether or not a fact is material **You** should disclose it to **Us**.

You must pay to **Us** all premiums due to **Us** together with all taxes due on the premiums.

In all communications the Policy number specified in the **Schedule** should be quoted.

We also explain the steps that need to be taken at renewal or should **You** or **We** cancel the insurance and **Your** obligation to notify **Us** of changes during the lifetime of the Policy.

Identity of Insurer(s)

In respect of **Sections** 1 to 14 inclusive - **Accelerant Insurance Europe SA**, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels, Belgium.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels, Belgium.

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193).

In respect of **Section 15 - ARAG Insurance Company Limited** – a Branch of ARAG Allgemeine Versicherungs-AG and administered by ARAG Legal Protection Limited.

ARAG Legal Protection Limited is registered in Republic of Ireland under 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland. ARAG Legal Protection Limited is a coverholder of the **Insurer** ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

The Coverholder

The **Coverholder** shall mean Everest Underwriting (referred to herein as the **Coverholder**).

Your policy is administered by Everest Underwriting and underwritten by **Accelerant Insurance Europe SA**.

Everest Underwriting is a trading style of Everest Risk Management (Ireland) Limited (Company number 626399) with registered office at Garadice House, 3-4 Fairview, Dublin 3. Everest Underwriting is authorised and regulated by the Central Bank of Ireland (the "CBI") for the conduct of Non Investment General Insurance business, reference number C185072.

Several Liability

This notice contains important information. **You** should read it carefully.

The liability of an insurer under this Policy is several and not joint with other insurers party to this Policy. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten

by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this Policy.

The proportion of liability under this Policy underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this Policy. The business address of each member is Lloyd's, One Lime Street, London, EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this notice to "this Policy" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

What to do if You have a complaint

Sections 1 to 14 inclusive:

We aim to provide the highest quality of service to **Our** customers at all times but **We** recognise that complaints may arise as part of the normal course of business. Understanding and acting on the cause of complaints can provide **Us** with an opportunity to improve the service **We** provide.

If **You** feel that **We** have failed to provide **You** with the best service please let **Us** know immediately. **We** take all customer complaints seriously and **We** are committed to resolving **Your** complaint quickly, openly and fairly.

How to Complain

If **You** are dissatisfied with any aspect of the handling of Your insurance, **We** would ask You in the first instance to contact the insurance agent or intermediary from whom **You** purchased **Your** policy. If **You** remain unhappy and feel the matter has not been resolved to **Your** satisfaction, **You** may refer a complaint to the **Coverholder** in one of the following ways:

- By telephone: 01 9619460
- By email at: complaints@everestunderwriting.ie
- In writing at: Everest Underwriting
Garadice House
3-4 Fairview
Dublin 3

How They Will Handle Your Complaint

Step 1: They will try to resolve **Your** complaint immediately:

They will look into **Your** complaint and will aim to resolve **Your** concern immediately.

Step 2: Within 5 working days of receiving your complaint:

If they are unable to resolve the matter immediately, they will send **You** an acknowledgement letter within 5 working days. The letter will provide the contact details of the person who will be supporting **You** throughout **Your** complaint.

Step 3: Within 8 weeks of receiving your complaint:

They will endeavour to provide **You** with a final response explaining the outcome of their investigation and the next steps, or a letter confirming when they anticipate they will have concluded their investigation.

Step 4: Refer **Your** complaint to the Financial Services and Pensions Ombudsman (FSPO):

If **You** remain dissatisfied after **Your** complaint has been considered, or **You** have not received a final decision within 8 weeks, **You** may be eligible to refer **Your** complaint to the Financial Services and Pensions Ombudsman. **You** can contact them in one of the following ways:

- By telephone: +353 1 567 7000
- By email at: info@fspoi.ie
- In writing at: Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2, D02 VH29

You can find more information on the Financial Services and Pensions Ombudsman at www.fspo.ie. For **Our** part **We** will treat all complainants equally and fairly.

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

For all **Sections** making a complaint does not affect **Your** right to take legal action.

Section 15:

We will always try to give **You** a quality service. If **You** think **We** have let **You** down, please write to **Our** Head of Operations at ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. Or **You** can phone **Us** during standard office hours on **01 670 7470** or email **Us** at customerrelations@arag.co.uk. Details of **Our** internal complaint handling procedures are available on request.

If **You** are still not satisfied **You** can contact the Financial Services and Pensions Ombudsman (FSPO) at Lincoln House, Lincoln Place, Dublin 2, D02 VH29. **You** can also contact them by emailing their Information Service at info@fspo.ie or calling them on +353 1 567 7000. Website www.fspo.ie

You can also contact the Insurance Information Service at 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8 or by phoning 01 676 1820. Website www.insuranceireland.eu

Using these services does not affect **Your** right to take legal action.

Your Policy and the information disclosed by You

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

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** Policy as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation.

If **We** establish that **You** provided **Us** with false, incomplete or misleading information, it can adversely affect **Your** Policy and any claim.

For example:

- (a) where **We** could have accepted the risk and offered **You** a Policy but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under the Policy. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim.

So, as an example: if the premium **We** actually charged was €250 and the higher premium **We** would have charged was €1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** shall only pay 25% of any claim.

- (b) **We** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented.
- (c) if **We** would have written the risk on different terms had it been fairly presented, **We** may amend the Policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made.
- (d) **We** may cancel **Your** Policy in accordance with its cancellation provisions.

We will write to **You** if **We**:

- (i) intend to treat **Your** Policy as if it never existed; or
- (ii) amend the terms of **Your** Policy; or
- (iii) reduce **Your** claim in accordance with the above.

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete or if the information changes, **You** must inform **Us** without delay.

Observance of Policy Terms and Suspension of Cover

Every condition stated as a condition that applies to this Policy (whether to one or more **Sections** or the Policy as a whole) shall apply and continue to be in force during the whole currency of this Policy.

We will have no liability under this Policy in respect of any loss occurring or attributable to something happening during a period of non-compliance with a condition and cover will be suspended for the period from the date of the breach until the breach has been remedied unless **You** can prove that the breach of the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Your right to cancel

In the first year of this Insurance **You** have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation or from the inception date of the Policy (whichever date is the later) and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **You** will have received the Policy document upon the day following the date it was posted to **You** by first class post or was supplied to **You** electronically or **You** were supplied with the means by which **You** could access the Policy electronically.

If **You** do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the **Schedule**, and no liability whatsoever shall attach to **Us** in respect of the Policy.

If **You** do not exercise **Your** right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the **Schedule**. **You** will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at **Your** written request. **We** reserve the right not to allow a return of premium.

To exercise **Your** right to cancel, contact the broker who arranged this cover for **You**.

The law that governs the interpretation of this Policy

All disputes concerning the interpretation of this Policy are understood and agreed by both **You** and **Us** to be subject to Irish Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the Republic of Ireland and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

Claims Notification

All claims under this insurance are to be notified to **Us** using one of the following methods and quoting the policy number:

Sections 1 to 14 inclusive:

Claims are to be notified to Everest Underwriting using one of the following methods:

E-mail: claims@everestunderwriting.ie

Telephone: 01 9619460

Write to: Everest Underwriting, Garadice House, 3-4 Fairview, Dublin 3.

Section 15:

If **Your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this Policy, please phone **Us** on **01 670 7470** and **We** will send **You** a claim form. **We** cannot confirm cover for **Your** claim over the phone. Please send **Your** completed claim form or written details of **Your** claim to the Claims Department, ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin, D02 WR20 or e-mail claims@arag.ie

Once **You** have sent **Us** the details of **Your** claim and if **We** have accepted it, **We** will start to resolve **Your** legal problem. Claims are usually handled by an **Appointed Representative** appointed by **Us**. Claims outside the Republic of Ireland may be dealt with by ARAG offices elsewhere in Europe.

Data Protection Notice

Everest Underwriting is the trading name of Everest Risk Management (Ireland) Limited.

Everest Underwriting are the data controller of any personal information **You** provide to us or personal information that has been provided to us by a third party. Everest Underwriting collect and process information about **You** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and

detection and financial management. This may involve sharing **Your** information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

Everest Underwriting may record telephone calls to help monitor and improve the service provided. For further information on how **Your** information is used and **Your** rights in relation to **Your** information please see our Privacy Policy - <https://www.everestunderwriting.ie/assets/privacy-policy.pdf>. If **You** are providing personal data of another individual to us, **You** must tell them **You** are providing their information to us and show them a copy of this notice.

Privacy Statement (Legal Expenses)

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

Collecting personal information

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

ARAG may also collect information for other parties such as suppliers **We** appoint to process the handling of a claim.

Using personal or sensitive information

The reason ARAG collect personal or sensitive information is to fulfil ARAG's contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, ARAG may need to share personal or sensitive information with other organisations.

ARAG will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to ARAG's full privacy statement for full details.

Keeping personal information

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

Your rights

Any person insured by this Policy has a number of rights in relation to how ARAG hold personal data including; the right to a copy of the personal data ARAG hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

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

DEFINITIONS

These definitions apply to **Your** entire Policy (including the **Schedule**) wherever these words or phrases appear starting with an upper case letter and printed in bold except where otherwise stated. Words in the masculine gender shall include the feminine.

Each **Section** or Extension may include definitions unique to that **Section** or Extension.

Perils Definitions

- 1) **Fire** (whether resulting from **Explosion** or otherwise) but excluding:
 - (a) **Explosion** occasioned by fire
 - (b) **Earthquake** or **Subterranean Fire**
 - (c) **Damage** to the **Property Insured** occasioned by:
 - (i) its own **Spontaneous Fermentation, Heating or Combustion**
or
 - (ii) its undergoing any process involving the application of heat.
- 2) **Lightning**
- 3) **Explosion:**
 - (a) of boilers used for domestic purposes only
 - (b) (in respect of **Section 5** only) of any other boilers or economisers on the **Premises**
 - (c) in a building not being part of any gas works, of gas used for domestic purposes or used for lighting or heating the buildingbut excluding **Damage** caused by **Earthquake** or **Subterranean Fire**.
- 4) **Explosion** excluding:

In respect of **Section 1** only:

 - (a) **Damage** occasioned by the bursting of a boiler economiser or other vessel, machine or apparatus in which internal pressure is due to steam only belonging to **You** or under **Your** control
 - (b) **Damage** to or of vessels, machinery or apparatus or their contents resulting from the explosion thereof

In respect of **Section 5** only:

 - (c) **Damage** by explosion (other than **Damage** by **Fire** resulting from explosion) occasioned by the bursting of any vessel, machine or apparatus (not being a boiler or economiser on the **Premises**) in which internal pressure is due to steam only and belonging to **You** or under **Your** control;
 - (d) loss **You** sustain in consequence of being deprived of the use of any vessel, machine or apparatus (not being a boiler or economiser on the **Premises**) or its contents as a result of the explosion thereof.

Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds shall not be deemed **Explosion**.
- 5) **Aircraft and other aerial devices or articles dropped therefrom** excluding **Damage** occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 6) **Riot, Civil Commotion, Strikers, Locked-Out Workers, or persons taking part in labour disturbances** or malicious persons acting on behalf of or in connection with any political organisation excluding:
 - (a) **Damage** occasioned by or happening through confiscation or destruction or requisition by order of the government or any public authority.
 - (b) **Damage** resulting from cessation of work.
- 7) **Earthquake**

- 8) **Subterranean Fire**
- 9) **Spontaneous Fermentation, Heating or Combustion** of the **Property** resulting in **Fire**.
- 10) **Malicious Persons** not acting on behalf of or in connection with any political organisation excluding **Damage** by theft.
- 11) **Breakage or Collapse of Radio and Television Aerials, aerial fittings and masts.**
- 12) **Escape of Oil from any Fixed Oil-Fired Heating Installation.**
- 13) **Impact by any road vehicle or animal.**
- 14) **Storm and Flood** excluding:
 - (a) **Damage** attributable solely to changes in the water table level
 - (b) **Damage** by **Lightning**, frost, subsidence or landslip
 - (c) **Damage** to fences, gates and moveable **Property** in the open.
- 15) **Bursting or Overflowing of Water Tanks, Apparatus or Pipes** excluding:
 - (a) **Damage** by water discharged or leaking from any automatic sprinkler installation(s)
 - (b) **Damage** arising while the **Premises** are empty or not in use.
- 16) **Water Accidentally Discharged** or leaking from any automatic sprinkler installation(s) in the **Premises** not occasioned by or happening through:
 - (a) freezing whilst the **Premises** in **Your** ownership and/or tenancy are empty or not in use
 - (b) **Explosion** (including the blowing up of buildings or blasting), **Earthquake** or **Subterranean Fire** or heat caused by **Fire**.
- 17) **Subsidence, Ground Heave or Landslip** excluding **Damage**:
 - (a) arising from the settlement or movement of made-up ground or by coastal or river erosion.
 - (b) occurring as a result of the construction, demolition, alteration or structural repair of any **Property** at the **Premises**.
 - (c) arising from the settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof, settlement or bedding down of new structures or extensions.
 - (d) occurring prior to the inception date of the insurance under this Policy.
 - (e) caused by subsidence, ground heave of any part of the site on which the **Buildings** stand or landslip resulting from groundworks or excavation at the **Premises**.
 - (f) caused by subsidence, ground heave of any part of the site on which the **Buildings** insured stand or landslip to the yards, car parks, roads, pavements, walls, gates and fences unless the **Buildings** are affected at the same time.
- 18) Any **Accidental Cause** except as described in the Special Exclusions below and subject also to the Exclusions to the applicable **Section** and the Policy.

Note: For the purposes of this definition:

- 1 The words '**Consequential Loss**' mean loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of **Damage** to **Property** used by **You** at the **Premises** for the purpose of the **Business**
- 2 The words 'Defined Peril' shall mean **Fire, Lightning, Explosion, Aircraft or other aerial devices or articles therefrom, Riot, Civil Commotion, Strikers, Locked-Out Workers, persons taking part in labour disturbances, Malicious Persons** other than thieves, **Earthquake, Storm, Flood, Bursting or Overflowing of Water Tanks, Apparatus or Pipes, Impact by any road vehicle or animal, Water Accidentally Discharged** from any automatic sprinkler installation **Subsidence, Ground Heave or Landslip, Escape of Oil from any Fixed Oil-Fired Heating Installation, Subterranean Fire, Spontaneous Fermentation, Heating or Combustion** or **Breakage or Collapse of Radio and Television Aerials, aerial fittings and masts.**

Special Exclusions applicable to this definition:

Excluded Causes:

This Cause does not cover

- 1 **Damage or Consequential Loss** caused by:
- (a) (i) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
 - (ii) faulty or defective workmanship, operational error or omission, on **Your** part or on the part of **Your Employees**
 - (iii) in respect of **Section 1** only, explosion originating from any vessel machinery or apparatus or its contents belonging to **You** or under **Your** control which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus shall be the subject of a certificate or other contract providing the required inspection service
 - (iv) in respect of **Section 5** only, explosion occasioned by the bursting of any vessel, machine or apparatus (not being a boiler or economiser on the **Premises**) in which internal pressure is due to steam only and belonging to **You** or under **Your** control
 - (v) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- but this shall not exclude subsequent **Damage or Consequential Loss** which itself results from a cause which is not otherwise excluded
- (b) (i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - (ii) change in temperature colour, flavour, texture or finish
 - (iii) theft or attempted theft
 - (iv) joint leakage, the 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
 - (v) mechanical or electrical breakdown or derangement of particular machine equipment or apparatus in which such breakdown or derangement originates
 - (vi) in respect of **Section 5** only, the deliberate act of a supply authority in withholding the supply of water, gas, electricity, fuel or telecommunication services
- but this shall not exclude:
- (i) such **Damage or Consequential Loss** which itself results from a Defined Peril or from any other accidental loss destruction or **Damage** and is not otherwise excluded
 - (ii) subsequent **Damage or Consequential Loss** which itself results from a cause not otherwise excluded
- (c) (i) subsidence, ground heave or landslip, unless resulting from **Fire, Explosion, Earthquake**, or the escape of water from any tank, apparatus, or pipe
 - (ii) normal settlement or bedding down of new structures
 - (iii) acts of fraud and dishonesty
 - (iv) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- 2 **Damage or Consequential Loss** by wind, rain, hail, sleet, snow, Flood or dust to moveable **Property** in the open or fences and gates
- 3 **Damage or Consequential Loss** in respect of a building or structure caused by its own collapse or cracking unless resulting from a Defined Peril and not otherwise excluded
- 4 **Damage or Consequential Loss:**
- (a) by **Fire** resulting from its undergoing any process involving the application of heat
 - (b) (other than by **Fire**) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair
- 5 **Damage or Consequential Loss:**
- (a) caused by escape of water from any tank, apparatus or pipe
 - (b) caused (other than by **Fire or Explosion**) by **Malicious Persons**

(c) caused by freezing

whilst the **Premises** are empty or not in use.

6 **Damage** or **Consequential Loss** caused by **Pollution or Contamination** but this shall not exclude **Damage** to the **Property Insured** or **Consequential Loss** resulting therefrom, not otherwise excluded, caused by

(a) **Pollution or Contamination** which itself results from a Defined Peril

(b) a Defined Peril which itself results from **Pollution or Contamination**

7 **Consequential Loss** caused by erasure or distortion of information on **Computer** systems or other records:

(a) whilst mounted in or on any machine or data processing apparatus

or

(b) due to the presence of a magnetic flux

unless caused by **Damage** to the machine or apparatus in which the records are mounted or by **Malicious Persons**.

Other Definitions

Buildings

means buildings including:

- a) landlord's fixtures and fittings
- b) unless more specifically insured small outbuildings annexes and extensions
- c) lines wires service pipes and other equipment belonging to **You**
- d) walls and (except insofar as the **Section** covers **Storm and Flood**) gates and fencing

and unless otherwise stated in the **Schedule** or Statement of Fact, buildings are constructed of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or sheets composed entirely of incombustible material.

Stock

means stock merchandise and materials of trade belonging to **You** or held by **You** in trust or on commission for which **You** are responsible.

Business Equipment

means equipment used in connection with the **Business** and includes fixtures fittings utensils machinery plant and **All Other Contents** being **Your Property** or **Property** held by **You** in trust for which **You** are responsible but excluding **Computers, Stock** and landlord's fixtures and fittings.

All Other Contents

includes the following insofar as they are not otherwise or more specifically insured:

- a) money and stamps (other than National Insurance Stamps) for an amount not exceeding €500.
- b) National Insurance Stamps including stamps affixed to cards.
- c) documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to **You** of the information they contain.
- d) **Computer** systems records for an amount not exceeding €1,000 but only for the value of the materials together with the cost of clerical labour and **Computer** time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded in them) and not for the value to **You** of the information they contain.
- e) patterns, models, moulds, plans and designs but only for the value of the materials together with the cost of labour expended in reinstatement.
- f) directors', partners', customers', visitors' and **Employees'** pedal cycles and other personal effects and tools for an amount not exceeding €500 in respect of any one person.
- g) cigarettes, cigars, tobacco, wines and spirits for an amount not exceeding €250 unless otherwise specifically insured hereby.

Tenants Improvements

means tenants improvements, landlords fixtures and fittings and that portion of the structure of the **Building** for which **You** are responsible as tenant.

Rent

means periodic payments made to **You** or by **You** for the lease of **Buildings** owned or leased by **You**. The insurance by this item applies only if the **Building** or any part of it is unfit for occupation in consequence of **Damage** and the amount payable under this item shall not exceed such proportion of the **Sum Insured** on Rent as the period necessary for reinstatement bears to the term of Rent Insured.

Excess

means the amount deducted from each and every loss or series of losses arising out of any one event or occurrence likely to give rise to a claim hereunder after the application of all other terms, exclusions and conditions of the applicable **Section** as stated on the **Schedule**.

Premises

means the **Buildings** at the **Business** Premises as shown in the **Schedule** or any other premises more specifically described in the **Schedule** exclusively occupied by **You** in connection with the **Business** but excluding any garden, yard, open space or outbuilding unless specifically mentioned.

Computers

means **Computer** equipment (including fixed disks and interconnecting wiring) used for electronic processing, communication and storage of data and ancillary equipment pertaining thereto and used in conjunction therewith.

Period of Insurance

means the **Period of Insurance** set forth in the **Schedule**.

Property Insured

means:

in respect of **Section 8** only - means **Stock**, merchandise and materials of the trade being **Your Property** or **Property** held by **You** in trust or on commission for which **You** are responsible.

In respect of all other **Sections** - the **Property** as described in the **Schedule** to the appropriate **Section**.

Insured/You/Your

means the person or corporate body or organisation detailed in the **Schedule**.

Insurer/Our/Us/We

means **Insurers** whose identity is stated in the Important Information Statements contained herein.

Schedule

means the document stating the operative **Section(s)** **You** have chosen, the **Period of Insurance**, details of **Your Business**, the Limit(s) of Liability or **Sum(s) Insured** and/or total **Sum Insured**.

Sum Insured

means **Our** limit of liability in respect of **Damage** to **Property Insured** or business interruption arising therefrom as shown in the **Schedule** for the **Sections**.

Endorsement(s)

means the document(s) detailing modifications made to the cover provided under this Policy and/or the **Section(s)** thereof.

Section(s)

means the parts of this Policy that detail the cover provided by each individual **Section** of this Policy.

Animal(s)

means any living creature including but not limited to livestock, birds, fish, vermin or insects.

Bodily Injury

means physical or mental injury including death, illness, disease, mental anguish or shock but not defamation.

Employee

means:

- (a) any person under a contract of service or apprenticeship with **You**
- (b) any labour master or labour only subcontractor or person supplied or employed by them
- (c) any self-employed person
- (d) any person hired to or borrowed by **You**
- (e) any person engaged under a work experience, youth training or similar scheme
- (f) any voluntary helper
- (g) any outworker or homeworker

under **You** control and supervision while working for **You** in connection with **Your Business**.

This definition shall not include any bona fide sub-contractor.

Territorial Limits

means the Republic of Ireland.

Business

means **Your Business** as stated in the **Schedule**.

Asbestos

means asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos.

Property

means material property.

Damage

means physical loss or destruction or damage.

Product Supplied

means any product or thing (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported or delivered by **You** in the course of **Your Business** from premises within the **Territorial Limits**.

Contractual Liability

means liability attaching to **You** by virtue of a contract but which would not have attached in the absence of such contract.

Principal

means any person, employer, firm, company, ministry or authority for whom **You** carry out a contract for the performance of work.

Pollution or Contamination:

means pollution or contamination of Buildings or structures or of water or land or the atmosphere

and

all loss, **Damage** to **Property** or **Bodily Injury** directly or indirectly caused by or arising from such pollution or contamination.

GENERAL EXCLUSIONS

Applicable to all **Sections** except as otherwise stated.

We shall not provide cover for:

- 1 (a) **Damage** to any **Property** whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) legal liability of whatsoever nature
- (c) any legal costs and expenses

directly or indirectly caused by or contributed to by or arising from:

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof.
- (iii) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter.
- (iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall 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
- (v) any chemical biological biochemical or electromagnetic weapon.

In respect of the Employers' Liability **Section** this exclusion shall only apply in respect of the liability of any **Principal** or liability assumed under the terms of an agreement which would not have attached in the absence of such agreement.

This exclusion does not apply to the Personal Accident **Section**.

- 2 **Damage** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds or any legal costs or expenses arising therefrom or relating thereto.

- 3 **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of **Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(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.

This exclusion also excludes **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

If **We** allege that by reason of this exclusion, any **Damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

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.

This exclusion does not apply to the Employers' Liability **Section** or the Personal Accident **Section**.

- 4 **Damage** or consequential loss or legal liability of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure of any **Computer** data processing equipment or media microchip integrated circuit or similar device or any **Computer** software whether **Your Property** or not 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 manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- (c) to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any **Computer** software being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date

but, under all **Sections** except the Employers', Public and Products Liability **Sections**, this shall not exclude subsequent **Damage** or consequential loss not otherwise excluded which itself results from a Defined Peril.

Note: The words 'Defined Peril' shall mean **Fire, Lightning, Explosion, Aircraft or other aerial devices or articles dropped therefrom, Riot, Civil Commotion, Strikers, Locked-Out Workers, persons taking part in labour, disturbances, Malicious Persons** other than thieves, **Earthquake, Storm, Flood, Bursting or Overflowing of Water Tanks, Apparatus or Pipes, Impact by any road vehicle or animal, Subsidence, Ground Heave or Landslip, Escape of Oil from any Fixed Oil-Fired Heating Installation, Subterranean Fire or Breakage or Collapse of Radio and Television Aerials, aerial fittings and masts.**

This exclusion does not apply to the Employers' Liability **Section**.

- 5 Losses of any kind directly or indirectly caused by arising from or consisting of in whole or in part of:
- (i) the use or misuse of the Internet or similar facility
 - (ii) any electronic transmission of data or other information
 - (iii) any **Computer** virus or similar problem
 - (iv) use or misuse of any Internet address, Website or similar facility
 - (v) any data or other information posted on a Website or similar facility
 - (vi) any loss of data or **Damage** to any **Computer** system including but not limited to hardware or software (unless such **Damage** is caused by an **Earthquake a Fire, Flood or Storm**) arising out of the use or misuse of the Internet or similar facility
 - (vii) the functioning or malfunctioning of the Internet or similar facility or of any Internet address Website or similar facility (unless such malfunctioning is caused by an **Earthquake, a Fire, Flood, or Storm**) or
 - (viii) any infringement whether intentional or unintentional of any intellectual property rights (including but not limited to trademark, copyright or patent).

- 6 any **Damage**, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

- (i) any **Damage to Property Insured**,
- (ii) any insured peril or cause, whether contributing concurrently or in any sequence;
- (iii) loss of use, occupancy, or functionality; or
- (iv) any action required, including but not limited to repair, replacement, removal, clean up abatement, disposal, relocation or steps taken to address medical or legal concerns.

This exclusion replaces and supercedes any provision in the policy that provides insurance in whole or in part for these matters.

- 7 any claim directly or indirectly caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof. This Policy also excludes any claim:
- (i) arising from any fear or threat (whether actual or perceived) of such Avian influenza
 - (ii) directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of such Avian influenza.

If **We** allege that by reason of this exclusion, any claim is not covered by this Policy the burden of proving the contrary shall be upon **You**.

- 8 any loss directly or indirectly arising out of, contributed to by or resulting from any communicable disease, which leads to:
- (i) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency; and/or

(ii) any travel advisory or warning being issued by a national or international body or agency and in respect of (i) and (ii) any fear or threat thereof (whether actual or perceived).

BUT this exclusion shall not apply in respect of cover specifically provided in respect of Specified Infectious Diseases, either included as part of, or specifically endorsed upon, the Business Interruption **Section** of this Insurance.

If **We** allege that by reason of this exclusion, any loss is not covered by this insurance, the burden of proving the contrary shall be upon **You**.

- 9 (a) **Damage** to any **Property** or any loss cost or expense or consequential loss whatsoever
(b) any legal liability of whatsoever nature
(c) any legal costs and expenses

directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or occurrence contributing concurrently or in any sequence to the **Damage**, cost, expense or liability:

- (i) war invasion act(s) of foreign enemies hostilities or warlike operators (whether war be declared or not) civil war rebellion revolution insurrection **Civil Commotion** assuming the proportions of or amounting to an uprising military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority.
(ii) any action taken in controlling preventing suppressing or in any way relating to (i) above.

This exclusion does not apply to the Employers' Liability **Section** or the Personal Accident **Section**.

- 10 **Damage** or consequential loss for such **Damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of **Riot, Civil Commotion** and (except in respect of **Damage** by **Fire** or **Explosion**), **Strikers, Locked-Out Workers or persons taking part in labour disturbances** or **Malicious Persons**.
- 11 any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose **Us** to any sanction prohibition or restriction under the United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America.
- 12 Loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any insured **Property** being used in whole or in part for the cultivation, harvesting, processing, manufacturing, distribution or sale of marijuana or any product derived from or containing marijuana.
- 13 Loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any insured **Property** being used in whole or in part for any illegal activity.
- 14 Notwithstanding any provision to the contrary within this Policy, within any endorsement to this Policy or within any extension to this Policy, this Policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an **Insured** or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:
- a) Coronaviruses; and
b) Coronavirus disease (COVID-19); and
c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
d) any mutation of or variation of a), b) or c) above; and
e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
f) any fear or anticipation of a), b), c), d) or e) above,

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not apply to Section 11 of this Policy, Employers' Liability.

Note: Each **Section** of the Policy contains exclusions particular to that **Section** and these must be read in conjunction with the General Exclusions stated above.

GENERAL CONDITIONS

Note: Each **Section** of the Policy contains Conditions particular to that **Section** and these must be read in conjunction with the General Conditions stated below.

1 Identification

The **Schedule**, and the **Sections** are incorporated into and form part of this Policy and these must be read together and any word or expression to which a specific meaning has been attached in any **Section** of the Policy or of the **Schedule** thereto shall bear such meaning wherever it appears unless stated otherwise.

Unless otherwise stated all exclusions and conditions applicable to the **Section** to which any extension applies or **Endorsement** is operative under this Policy are applicable to that extension or **Endorsement**.

2 Cancellation

We may terminate this Policy by giving **You** 30 days notice in writing at **Your** last known address. In this event and provided that there have been no claims either paid, reported or outstanding or incidents known to **You** that are likely to result in a claim hereunder, **We** shall return to **You** a proportionate part of the premium for any unexpired portion of the **Period of Insurance**.

3 Changes in Risk

This insurance shall cease to be in force if:

- (a) **Your** interest ceases other than by will or operation of the law
- (b) **Your Business** is wound up carried on by a liquidator or receiver or permanently discontinued unless **We** agree in writing to continue the insurance.

4 Reasonable Precautions

It is a condition under this Policy that **You** shall take all reasonable care:

- (a) to prevent any occurrence which may give rise to a claim under this Policy.
- (b) to maintain the **Premises** plant and everything used in the **Business** in proper repair.
- (c) in the selection and supervision of **Employees**.
- (d) to comply with all statutory and other obligations and regulations imposed by any authority.
- (e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

5 Minimum Security Requirements

The following security devices are to be put into full and effective operation at night and whenever the **Premises** are unattended unless varied in writing by **Us**:

- 1 All external doors at the **Premises** together with internal doors which give access to any part of the **Building** not occupied by **You** shall be fitted and secured with one of the following:
 - (a) a mortice deadlock with boxed metal striking plate or a rim lock either of which conforms to BS EN 12209 Specification for Thief Resistant Locks.
 - (b) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturers instructions.
 - (c) all aluminium framed doors to be fitted with an integral cylinder operated swing bolt mortice lock with high security cylinder rose and armoured striking plate.
 - (d) all UPVC doors to be fitted with an integral cylinder operated swing bolt mortice lock with high security cylinder rose and armoured striking plate of a multi-point locking system with a minimum of three locking points of which at least the central one must contain a horizontal dead lock or hook bolt with a minimum engagement in keep of 10mm. The profile cylinder for use with the lock must have a minimum of 5 pins and anti-drill inserts.
 - (e) two key operated locking mechanisms or one key operated locking mechanism with:

- (i) 300mm tower bolts fitted top and bottom.
 - (ii) steel or timber cross bars fitted internally.
- 2 All outward opening external doors and internal doors which give access to any part of the **Building** not occupied by **You** to be fitted and secured with hinge bolts top and bottom.
- 3 Steel or aluminium roller shutters to be secured by at least two of the following:
- (a) integral locking mechanism fitted to bottom rail of shutter.
 - (b) proprietary guide mounted locking system (pinlocks).
 - (c) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturers instructions.
- 4 All accessible opening windows fanlights and skylights including those accessible from decks roofs fire escapes or downpipes to be fitted with key operated locks or solid steel or iron bars or security grilles.

Note: This condition shall not apply to any door or window officially designated a fire exit by the fire authority.

6 Claims Procedure

- (a) In the event of any occurrence which may result in a claim being made under this Policy **You** shall:
- (i) notify **Us** immediately using one of the methods described in the Important Information Statements at the beginning of this Policy.
 - (ii) notify the Police Authority immediately in respect of **Damage** caused by **Malicious Persons**, theft or loss of any **Property** (including money).
 - (iii) carry out and permit to be taken any action which may be reasonably practicable to minimise or check the loss or recover missing **Property**.
 - (iv) deliver to **Us** at **Your** expense:
 - (A) full information in writing of the **Damaged Property** and of the amount of **Damage** and details of any other insurances on any **Property** hereby insured within 30 days after such **Damage** (7 days in the case of **Damage** caused by **Riot, Civil Commotion, Strikers, Locked-Out Workers or persons taking part in labour disturbances or Malicious Persons**) or such further time as **We** may allow.
 - (B) all such proofs and information relating to the claim as may be reasonably required.
 - (C) if demanded, a statutory declaration of the truth of the claim and of any matters connected with it and at **Our** request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **Us** for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which **We** shall be or would become entitled or subrogated upon **Our** paying for or making good any loss under this Policy, whether such acts and things shall be or become necessary or required before or after **We** make such payment.
- (b) No admission, offer, promise, payment or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent.
- (c) Every relevant letter writ or other document must be sent to **Us** unanswered immediately it is received.
- (d) **You** or any person claiming cover under this Policy must give all information and assistance to **Us** and must not negotiate pay settle admit or repudiate any claim without **Our** written consent.
- (e) No **Property** may be abandoned to **Us** whether taken possession of by **Us** or not.

7 Fraud

If **You** make a fraudulent claim under this policy **We** shall not be liable to pay **You** any sums in respect of the fraudulent claim. **We** may recover from **You** any sums that **We** have already paid to **You** in respect of the fraudulent claim. **We** may by notice to **You** treat this policy as terminated with effect from the date of the fraudulent act.

This condition does not apply to the Legal Expenses **Section**.

8 Our Rights

- (a) **We** may at **Our** discretion take over the defence and settlement of any claim and at any time in **Your** name or the name of any other person entitled to cover under this Policy seek recoveries and indemnities from other parties.

- (b) **We** may enter any **Premises** where **Damage** has occurred and take possession of or require to be delivered to **Us** any **Property Insured** and deal with such **Property** in any reasonable manner.
- (c) If **We** elect to replace, reinstate or repair any **Property We** shall only do so as far as circumstances permit and in a reasonably sufficient manner. In any case **We** shall not pay more than the relevant **Sum Insured**.

9 Contribution

In respect of the Employers' Liability, Public Liability and Products Liability **Sections**, if at the time of any occurrence to which those **Sections** apply there is or but for the existence of this insurance there would be any other insurance covering the same liability **We** shall not be liable under this insurance except in respect of any excess beyond the amount which would be payable under such other insurance had this Insurance not been effected.

In respect of the other **Sections**, if at the time of **Damage** which forms the subject of cover under this Policy there shall be any other insurance covering such **Damage** or any part thereof **We** shall not be liable for more than **Our** rateable proportion thereof.

This condition does not apply to the Personal Accident **Section** or the Legal Expenses **Section**.

10 Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force. Where any difference is by this condition to be referred to arbitration the making of any award shall be binding upon **You** and **Us**.

This condition does not apply to the Legal Expenses **Section**.

11 Notice & Unoccupancy

You shall notify **Us** when any part of the **Building** at the **Premises** becomes unoccupied or when an unoccupied **Building** or part thereof is again occupied and shall pay such additional premium as necessary.

While any part of the **Building** at the **Premises** is unoccupied, the Insurance by this Policy shall exclude **Damage** arising from the escape of water from such unoccupied part of the **Building**.

Further, should the **Building** at the **Premises** be insured hereby the Insurance by this Policy shall exclude **Damage** to such unoccupied part(s) of the **Building** arising from theft or attempted theft (as provided for in **Section 2**), accidental **Damage** or **Damage** caused by **Malicious Persons** or glass breakage.

If the **Buildings** are **Your** responsibility, whether insured hereby or otherwise, it is a condition of this Insurance hereunder that:

- (a) unoccupied areas are firmly secured against unauthorised entry.
- (b) in the case of separate services being provided, all water pipes, tanks and apparatus be drained and water, electric and gas services to be disconnected at the mains other than for the use of a full time caretaker or security guard and/or, if required, to operate a burglar or fire alarm system approved by **Us**.
- (c) unoccupied areas shall be kept clear of all loose combustible material and all letter boxes be sealed to prevent insertion of material.
- (d) **You** or **Your** agent inspect said unoccupied **Buildings** or unoccupied areas thereof both internally and externally at least once per week to ascertain and instigate promptly any remedial work necessary to maintain the **Buildings** in a weather tight and good state of repair and maintain security levels. A written record of such visits and remedial work undertaken to be maintained and be available for **Our** inspection.

We shall not cover **Damage** to the **Property Insured** caused by or arising from refurbishment or renovation of the **Premises**.

12 Insurance Act 1936 (Republic of Ireland)

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

13 Finance Act 1990 (Republic of Ireland)

Stamp duty has been or will be paid to the Revenue commissioners in accordance with the provisions of Section 113 of the Finance Act 1990. All monies referred to and/or due under this policy are expressed in and/or payable in Euro.

IMPORTANT CONDITIONS

Note: Each **Section** of the Policy contains Conditions particular to that **Section** and these must be read in conjunction with the General Conditions stated above and Important Conditions stated below.

Where there has been a failure to comply with one or more of the following, other than a Condition that defines the risk as a whole, and compliance with such Condition would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, **We** cannot rely on the breach of such term to exclude, limit or discharge our liability if **You** show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

In addition, coverage may be suspended under this Policy from the time of **Your** failure to comply with one or more of the following until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when **Our** liability is suspended.

The following Important Conditions apply:

(1) Electrical Circuit Maintenance Condition

It is a condition precedent to liability hereunder that the electrical installation is inspected and tested at least once every five years by a contractor approved by the R.E.C.I / E.S.S.A or equivalent and that any defects found are remedied forthwith in accordance with current legal regulations. A copy of the certificate is to be retained in the fire register for the property.

(2) External Smoking Condition

It is a condition precedent to liability hereunder that smoking will be prohibited throughout the **Premises**, except in specifically designated external areas, and that suitable notices to this effect will be displayed in prominent positions. Suitable metal receptacles are to be provided for waste smoking materials and kept at least 2 metres from the **Buildings**.

(3) Flat Roof Maintenance Condition

It is a condition precedent to liability hereunder in respect of damage by Storm, Tempest and Flood that any flat felted roof portion of the **Premises** shall have been inspected and a record kept at least once every 2 years by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately. A record log is to be maintained and available for inspection in the event of a claim.

(4) Frying and Cooking Equipment Conditions (6 months)

It is a condition precedent to liability hereunder that:

- all frying and other cooking ranges, equipment, flues and exhaust ducting will be kept securely fixed and free from contact with combustible materials.
- all extraction hoods, canopies, filters and grease traps will be cleaned at least every 2 weeks.
- all extraction ducts will be cleaned regularly and maintained and checked at least once every 6 months by a specialist contractor. The record of such cleaning and servicing of the extraction ducts will be kept elsewhere other than at the **Premises** and will be made available for inspection by the **Insurer** at any time.
- any frying equipment will be installed, used and maintained in accordance with the manufacturer's instructions.
- multi-purpose fire extinguishers and at least one fire retardant blanket which conforms to all relevant EU regulations suitable for extinguishing oil and fat fires will be kept in close proximity to the working area of the range and maintained ready for use.
- frying ranges will not be left unattended whilst in use.
- all naked flames (other than pilot lights) and all electrical elements will be turned off at the close of the working day.

(5) Pipe Lagging Condition

It is a condition precedent to liability hereunder that either:

- there is a heating system linked to a frost-stat and a minimum temperature of 4°C is maintained between 31st October and 31st March, or
- all pipes are adequately lagged.

(6) Storage of Combustible Materials in the Open Condition

It is a condition precedent to liability hereunder that no combustible materials are stored externally within 10 metres of the **Buildings** outside Business hours.

(7) Use of Heat Conditions

It is a condition precedent to liability hereunder that the following precautions are complied with on each occasion of the use or application of Heat (as defined below) taking place on the **Premises**:

- the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material. Other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material.
- at least 2 adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected.
- a fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.
- blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.
- a person must be appointed by the **Insured** to act as an observer to watch for signs of smoke or smouldering or flames.
- in respect of the use of asphalt, bitumen, tar, pitch or lead heaters the heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

Heat shall mean heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers or the use of asphalt, bitumen, tar, pitch or lead heaters.

(8) Valley Gutter Condition

It is a condition precedent to liability hereunder that all valley gutters are to be inspected and cleared every 6 months.

(9) Unattended Processes Condition

It is a condition precedent to liability hereunder that no machinery (including plating tanks and baths) should be operated, left in operation or set to commence operation by time switches or similar, while the **Premises** are unattended.

(10) Flammables Storage Condition

It is a condition precedent to liability hereunder that:

- the Insured shall not store in excess of 20 litres of flammables, liquids or solutions.
- all flammable liquids or solutions be stored in metal cabinets fitted with self-closing doors.
- no more than the quantity required for one day's use be removed from cabinets at any time.
- all flammable liquids or solutions in use must be kept in metal or plastic vessels specifically constructed for the purpose (having a lid, tap or other closing device and not exceeding 2 litres in capacity) and the vessels kept closed when not in use.
- no cellulose nitrate be used or stored.

(11) LPG Cylinder Storage Condition

It is a condition precedent to liability hereunder that all LPG cylinders are stored externally in purpose built steel cages.

(12) Cooking Condition

It is a condition precedent to liability hereunder that all cooking is confined to the designated kitchen area of the **Premises** only and fire blankets and an extinguisher which conform to relevant EU Standards are provided with each cooking facility.

(13) Heating Condition (Premises)

It is a condition precedent to liability hereunder that the **Premises** are not artificially heated other than by fixed gas or electrical appliances using gas or electricity from the public supply or by low pressure hot water radiators.

(14) Money in Transit Condition

It is a condition precedent to liability hereunder in respect of transits of Money as provided for in **Section 7**, that when the amount of Money in transit falls within the limits specified below the Money is to be accompanied by not less than the number of able persons specified:

Up to €2,500	1 able bodied person.
€2,501 to €5,000	2 able bodied persons.
€5,001 to €7,500	3 able bodied persons.
€7,501 to €10,000	4 able bodied persons.
Over €10,001	A specialist security company.

(15) Day-One (Non-Adjustable)

(Applicable to Items marked D on the **Schedule** for **Section 1** and **Section 2**)

- (a) **You** have stated in writing the Declared Value for each item of the **Property Insured** to which this Condition applies (the said Declared Value being shown in the **Schedule**), the premium has been calculated accordingly.

"Declared Value" shall mean **Your** assessment of the cost of reinstatement of the **Property Insured** arrived at in accordance with paragraph (a) of the Basis of Settlement Condition at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with, in so far as the insurance by the Item provides, due allowance for:

- (i) the additional cost of reinstatement to comply with Public Authority requirements (as defined in the Local Authorities Requirements extension).
 - (ii) professional fees (as defined in the Professional Fees extension).
 - (iii) debris removal costs (as provided for in the Removal of Debris extension).
- (b) At the inception of each **Period of Insurance** **You** shall notify **Us** of the Declared Value of the **Property Insured** by each of the said Item(s). In the absence of such declaration the last amount declared by **You** shall be taken as the Declared Value for the ensuing **Period of Insurance**.
- (c) Notwithstanding any general indication or **Endorsement** to the contrary the following wordings apply to Special Provisions 4 and 5 of the Basis of Settlement Condition:

(4) Each Item insured under this Memorandum is declared to be separately subject to the following Condition of Average, namely:

If at the time of loss the Declared Value of the **Property** covered by such item be less than the cost of reinstatement (as defined in paragraph 1 of the Day One Condition) at the inception of the **Period of Insurance** then **Our** liability for any loss hereby insured shall be limited to that proportion thereof which the Declared Value bears to such cost of reinstatement.

(5) Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under the insurance if this condition had not been incorporated therein **Your** and **Our** rights and liabilities in respect of the **Damage** shall be subject to the terms and conditions of this insurance including any Condition of Average

therein, as if this condition had not been incorporated therein except that the Sums Insured shall be limited to 115% of the Declared Values.

(16) Open Fires Clause

It is a condition precedent to **Our** liability hereunder that:

- (a) all firelighters, logs or coal are kept in fire resistant metal containers when not in use.
- (b) all chimneys to open fires are kept in a good state of repair and are swept at least once a year.
- (c) at least two fire extinguishers (one water and one powder) are easily accessible and maintained annually.

(17) Bona Fide Sub-Contractors Condition

It is a condition precedent to liability hereunder that all sub-contractors engaged by the **Insured** maintain employers' liability and public liability policies that provide:

- Employers' liability coverage with a limit of indemnity of not less than €10,000,000 any one occurrence.
- Public liability coverage with an indemnity limit of not less than the limits provided by this policy.
- An indemnity to the **Insured** as principal.

It is a further condition precedent to liability hereunder that the **Insured** do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any liability or potential liability on behalf of any bona fide sub-contractor, or the waiver of any rights of recourse against any bona fide sub-contractor.

(18) Burning and Welding Condition

It is a condition precedent to liability hereunder that the following special precautions will be complied with on each occasion of any work involving the use of blow lamps, blow torches, flame guns, hot air guns, electric gas or other welding equipment, or portable grinding equipment:

- 1) All blow lamps, blow torches and flame guns or hot air guns are to be lit in strict accordance with the manufacturer's instructions, not left unattended when lit and extinguished immediately after use;
- 2) The area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat;
- 3) Wherever practicable, all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection;
- 4) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
- 5) All portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use;
- 6) A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off.
- 7) Wherever practicable, gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work;
- 8) Immediately following completion of each period of work and during the period of not less than 30 minutes following completion of each period of work, a thorough and continuous check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).

* Condition 6) above is deemed not to apply when the Insured works alone as a sole trader.

(19) Damage to Item being Worked Upon Exclusion

Notwithstanding anything contained therein to the contrary this insurance shall not indemnify the **Insured** under the Public Liability or Products Liability **Sections** for any liability directly or indirectly resulting from or in consequence of loss or **Damage**, including shrinkage or discolouration, to articles on which the **Insured** is or has been working where the loss or **Damage** results from such work.

(20) Height Limit Exclusion (10 metres)

Notwithstanding anything contained therein to the contrary this insurance shall not indemnify the **Insured** under the Employers' Liability or Public Liability **Sections** for any liability directly or indirectly resulting from or in consequence of work undertaken by any **Employee** at a height above 10 metres from the surrounding floor or ground level.

(21) Depth Limit (3 metres)

Notwithstanding anything contained therein to the contrary this insurance shall not indemnify the **Insured** under the Employers' Liability or Public Liability **Sections** for any liability directly or indirectly resulting from or in consequence of any work carried out at depths exceeding 3 metres.

(22) Underground Services Condition

It is a condition precedent to liability hereunder in respect of loss of or **Damage** to cables, pipes or other services located underground, that prior to undertaking any digging, boring or excavation, the **Insured** has:

- taken or caused to be taken all reasonable measures to identify the location of such cables, pipes and services before any work is commenced which may involve a risk of damage. Reasonable measures include contacting the appropriate authorities if there is any possibility that cables, pipes or services are under the site.
- retained a written record of the measures that were taken to locate such cables, pipes and services.
- conveyed the location of such cables, pipes or services to those who are carrying out such work on behalf of the **Insured**.

Indemnity under this policy shall be restricted to the actual cost of repair or replacement of such cables, pipes or services as assessed by an independent surveyor and shall not extend to cover any additional costs for loss of use, consequential loss or damage, or penalties and/or fines, which are imposed on the **Insured** by the relevant authorities as a result of any **Damage**.

(23) Libel and Slander Exclusion

Notwithstanding anything contained therein to the contrary this insurance shall not indemnify the **Insured** under the Public Liability or Products Liability **Sections** for any liability directly or indirectly resulting from or in consequence of:

- Libel, slander or defamation.
- Slander of title of goods or other injurious falsehood.
- Wrongful misrepresentation.

(24) Rights of Recourse Condition

It is a condition precedent to liability hereunder that full rights of recourse are maintained against any manufacturer or supplier with whom the **Insured** has entered into a legal contract for the provision of products or components.

(25) Professional Services Exclusion

Notwithstanding anything contained herein to the contrary this insurance shall not indemnify the **Insured** for any liability directly or indirectly resulting from or in consequence of a breach of professional duty by the **Insured** or wrongful or inadequate advice given by the **Insured**, whether a fee is charged or not.

(26) High Risk Location Exclusion

Notwithstanding anything contained herein to the contrary this insurance shall not indemnify the **Insured** for any liability directly or indirectly resulting from or in consequence of work undertaken by the **Insured** on or at any of the following locations or premises:

- refineries, bulk storage or production premises in the oil, gas or chemical industries.
- offshore structures and work underground or underwater.
- aircraft, hovercraft, aerospace systems or watercraft (other than at docks, harbours, boatyards or inland waterways not involving the use of heat).
- railways or airports.

(27) Personal Protective Equipment Condition

It is a condition precedent to liability hereunder that the use or wearing of personal protective equipment by any **Employee** is rigorously enforced and that personal protective equipment is supplied to the **Employee** and that a formal record is maintained confirming receipt of such equipment.

(28) Woodworking Machinery Condition

It is a condition precedent to liability under the Employers Liability **Section** that the **Insured** shall ensure:

- all mechanical woodworking machinery is guarded in accordance with prevailing Government Regulations.
- any **Employee** who is inexperienced in the use of mechanical woodworking machinery shall be fully supervised at all times by an experienced operative of the **Insured** until such time as the **Employee** has completed certificate apprenticeship and/or probation.

(29) Deep Fat Fryer Condition

It is a condition precedent to liability hereunder that for any oil and fat frying and cooking ranges and equipment at the **Premises**:

- all flues, cooker hoods, grease traps and filters are cleaned not less than once a week and the ducting must be steam cleaned or chemically cleaned along its entire length at intervals not exceeding 6 months.
- multi-purpose fire extinguishers or other materials suitable for extinguishing oil and fat fires are maintained ready for immediate use together with fire blankets.
- thermostatic temperature control or cut-out devices are fitted.
- oil sumps are emptied weekly.
- the extractor fan and frying range are serviced annually and a service report be available for inspection by the **Insurer**.
- a non-combustible receptacle be used to store waste and batter scraps and removed from the **Premises** at the end of each frying session.
- for an oil or gas fired range, a flame cut-off must be fitted to the hood and ducting must not have been installed within 150mm of any combustible material.

(30) Hazardous Work Exclusion

Notwithstanding anything contained herein to the contrary this insurance shall not indemnify the **Insured** for any liability directly or indirectly resulting from or in consequence of the **Insured** undertaking any work involving:

- (a) demolition except demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height when such work forms an ancillary part of a contract for construction alteration or repair.
- (b) the construction, alteration, maintenance or repair of bridges, viaducts, towers, steeples, spires, pylons, chimney shafts, blast furnaces, mines, dams, reservoirs, ships, docks or tunnels or similar structures.
- (c) underpinning, pile driving, quarrying, tunnelling or water diversion.
- (d) the use of explosives.

(31) Efficacy Exclusion (Total)

Notwithstanding anything contained therein to the contrary this insurance shall not indemnify the **Insured** under the Public Liability and Products Liability **Sections** for any liability directly or indirectly resulting from or in consequence of the failure or alleged failure or unsuitability of any Products supplied by or on behalf of the **Insured** to perform correctly their or its intended function.

SECTION 1 – PROPERTY DAMAGE

The Cover

In the event of the **Property Insured** (as described in the **Schedule** to this **Section**) or any part of it being **Damaged** as a result of any of the causes described in the Operative Cover during the **Period of Insurance** **We** will pay **You** the value of the **Property** at the time of the **Damage** (if it is totally destroyed) or the amount of the **Damage** or at **Our** option reinstate or replace the **Property** or any part of it.

Amount Payable

The most **We** will pay in any one **Period of Insurance** shall in no case exceed in respect of:

- a) each item, the **Sum Insured** set against it in the **Schedule** to this **Section**.
- b) all items, the Total **Sum Insured** shown in the **Schedule** to this **Section**.

The Operative Cover

The following Perils are operative only in respect of those **Premises** shown in the **Schedule** to this **Section** where the reference against them is specifically stated to be operative.

The following Perils as defined (subject to the Exclusions):

- 1) **Fire.**
- 2) **Lightning.**
- 3) **Explosion** of Boilers.
- 4) **Explosion.**
- 5) **Aircraft.**
- 6) **Riot, Civil Commotion, Strikers, Locked-Out Workers, or persons taking part in labour disturbances** or malicious persons.
- 7) **Earthquake.**
- 8) **Subterranean Fire.**
- 9) **Spontaneous Fermentation, Heating or Combustion** of the **Property** resulting in **Fire**.
- 10) **Malicious Persons** not acting on behalf of or in connection with any political organisation excluding **Damage** by theft.
- 11) **Breakage or Collapse of Radio and Television Aerials, aerial fittings and masts.**
- 12) **Escape of Oil from any Fixed Oil-Fired Heating Installation.**
- 13) **Impact by any road vehicle or animal.**
- 14) **Storm and Flood.**
- 15) **Bursting or Overflowing of Water Tanks, Apparatus or Pipes**
- 16) **Water Accidentally Discharged** or leaking from any automatic sprinkler installation(s).
- 17) **Subsidence, Ground Heave or Landslip**
- 18) Any **Accidental Cause** as defined in Peril 18 and subject also to the Exclusions to this **Section** and the Policy.

Perils 14, 15, 16 and 17: Cover is subject to the following Special Conditions:

- 1 **You** shall take all reasonable steps to prevent frost and other **Damage** to the automatic sprinkler installation(s) and, so far as **Your** responsibility extends, to maintain the installation(s) including the automatic external alarm signal in efficient condition.

It is a condition of this Insurance that between midnight 30 October and midnight 30 April a minimum temperature of 4 (four) degrees centigrade is maintained at all times within the **Premises**.

In the event of any discharge or leakage from the said installation(s), **You** shall do and permit to be done all things practicable, whether by removal or otherwise, to save and protect the **Property Insured**.

- 2 When any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed written notice thereof is to be given to **Us** and **Our** agreement obtained in writing.
- 3 **We** shall have access to the **Premises** at all reasonable times for purposes of inspection and, if **We** notify **You** of defects in the construction or condition of the automatic sprinkler installation(s) requiring alterations or repairs, **We** may also at **Our** option by notice to **You** in writing suspend this Insurance until such alterations or repairs be made and approved by **Us**.
- 4 This cover does not include **Damage** to the automatic sprinkler installation(s) other than that caused by **Water Accidentally Discharged** or leaking from the installation(s).

Peril 18: Excluded Property:

Cover in respect of Peril 18 does not cover:

- 1 (a) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books
(b) **Property** in transit
(c) fixed glass
(d) glass (other than fixed glass) china, earthenware, marble or other fragile or brittle objects
(e) **Computers** or data processing equipment unless specifically mentioned as being insured
(f) **Computer** systems records
(g) money, cheques, stamps, bonds, credit cards or securities of any description
but this shall not exclude **Damage** caused by a Defined Peril and not otherwise excluded.
- 2 (a) vehicles licensed for road use (including accessories thereon) caravans, trailers, railway locomotives, rolling stock watercraft or **Aircraft**
(b) **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property** in course of construction or erection
(c) land, roads, pavements, piers, jetties, bridges, culverts or excavations
(d) livestock, growing crops or trees
unless specifically mentioned as insured by this **Section**.

Extensions

1 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.

2 Professional Fees

The **Sum Insured** by each item on **Buildings** and **Business Equipment** includes an amount in respect of architects', surveyors', consultants', legal or other fees necessarily incurred in the reinstatement of the **Property Insured** consequent upon its **Damage** but not for preparing any claim it being understood that the amount payable for such **Damage** shall not exceed in the aggregate the **Sum Insured** by each item.

3 Capital Additions

The insurance by each item on **Buildings** and **Business Equipment** extends to include:

- (a) alterations, additions and improvements to the **Property Insured** but not in respect of appreciation in value.
- (b) newly acquired **Property**, insofar as the same is not otherwise insured, anywhere in the **Territorial Limits** provided that:
 - (i) at any one situation this cover will not exceed 10% of the Total **Sum Insured** under the relevant item or €250,000 whichever is the less.

- (ii) **You** undertake to give details of such extension of cover as soon as practicable and to effect specific insurance thereon and pay such additional premium as may be required from inception of the cover.

4 Non Invalidation

The insurance by this **Section** shall not be invalidated by any act or neglect or any alteration whereby the risk of **Damage** is increased unknown to or beyond **Your** control provided that immediately **You** become aware of this **You** shall give notice to **Us** and pay any additional premium if required.

5 Removal of Debris

The insurance by each item includes costs and expenses necessarily incurred by **You** with **Our** consent in removing debris, demolishing, shoring-up, propping or fencing following **Damage** to such **Property**.

We will not pay for any costs or expenses:

- (a) incurred in removing debris except from the site of such **Damaged Property** and the area immediately adjacent to such site.
- (b) arising from **Pollution or Contamination** of **Property** not insured by this **Section**.

The most **We** will pay under this extension and this **Section** in respect of any item shall in no case exceed the **Sum Insured** for the item.

6 Reinstatement of Loss

In the event of loss insured by this **Section** and in the absence of written notice by **Us** or **You** to the contrary within 30 days, the amount of the loss will be reinstated automatically as from the date of the loss providing **You** undertake to pay such additional premium as may be required.

7 Reinstatement Basis of Settlement

Applicable to each item covering **Buildings** and **Business Equipment** unless otherwise stated.

In the event of the **Property Insured** being **Damaged** the basis upon which the amount payable is to be calculated shall be the reinstatement of the **Property Damaged** subject to the terms, exclusions and conditions of this **Section** except insofar as the same may be varied hereby.

For the purpose of the insurance under this extension "reinstatement" shall mean the carrying out of the after mentioned work namely:

- (a) where **Property** is destroyed the rebuilding of the **Property** if a building or in the case of other **Property** its replacement by similar **Property** in either case to a condition equal to but not better or more extensive than its condition when new.
- (b) where **Property** is **Damaged** the repair of the **Damage** and the restoration of the **Damaged** portion of the **Property** to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions

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

If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in Reinstatement if the whole of the **Property** covered by such item had been destroyed exceeds the **Sum Insured** thereon at the commencement of any **Damage** **You** shall be considered as being **Your** own insurer for the difference between the **Sum Insured** and the sum representing the cost of Reinstatement of the whole of the **Property** and shall bear a rateable proportion of the loss accordingly.

- 5 No payment will be made beyond the amount which would have been payable under this **Section** if this extension had not been operative if at the time of any **Damage** to any **Property Insured** by this **Section** such **Property** is covered by any other insurance effected by **You** or on **Your** behalf which is not upon an identical basis of Reinstatement.
- 6 Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under this Policy had this extension not been operative **Our** and **Your** rights and liabilities in respect of any **Damage** shall be subject to the terms of this **Section** as if this extension had not been operative including any Condition of Average.

8 Local Authorities Requirements

The insurance by each item on **Buildings** and **Business Equipment** extends to include such additional cost of reinstatement of the **Damaged Property** thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority.

Provided that:

- 1 The amount recoverable under this extension shall not include:
 - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:
 - (i) in respect of **Damage** occurring prior to granting of this extension,
 - (ii) in respect of **Damage** not insured by this **Section**,
 - (iii) under which notice has been served upon **You** prior to the happening of the **Damage**,
 - (iv) in respect of **Property** that has not been **Damaged** or portions of **Property** that have not been **Damaged** other than foundations (unless foundations are specifically excluded from the insurance by this **Section**) of that portion of **Damaged Property**.
 - (b) the additional cost that would have been required to make good the **Damaged Property** to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen.
 - (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **Property** or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
- 2 The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the **Damage** or within such further time as **We** may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulation or Bye-Laws so necessitate) subject to **Our** liability under this extension not being thereby increased.
- 3 If **Our** liability under (any item of) this **Section** apart from this extension shall be reduced by the application of any of the terms and conditions of this **Section** then **Our** liability under this extension (in respect of any such item) shall be reduced in like proportion.
- 4 The total amount recoverable under any item of the **Section** shall not exceed the **Sum Insured** thereby.

9 Temporary Removal

Subject to the following provisions, the **Property Insured** by any item of this **Section** other than on **Stock** is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway in the **Territorial Limits**.

The amount recoverable under this extension in respect of each item of this **Section** shall not exceed the amount which would have been recoverable had the loss occurred in that part of the **Premises** from which the **Property** is temporarily removed, nor, in respect of any loss occurring elsewhere than at the said **Premises**, 10% of the **Sum Insured** by the item after deducting therefrom the value of any building (exclusive of fixtures and fittings) or merchandise insured thereby.

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

- (a) motor vehicles and motor chassis.
- (b) **Property** held by **You** in trust, other than **Business Equipment**.

10 Additional Interests

The interest of other parties in this insurance is noted it being understood that in the event of loss **You** will disclose the nature and extent of such other interest.

11 Interested Parties

The rights of any freeholder, mortgagee or lessor in this insurance shall not be prejudiced by any act or neglect of the occupier of any **Buildings** insured by this **Section** whereby the risk of **Damage** is increased provided that the freeholder mortgagee or lessor on becoming aware of such act gives notice to **Us** and pays any additional premium as required.

12 Subrogation Waiver

In the event of a claim under this **Section**, **We** agree to waive any rights remedies or relief to which **We** become entitled by Subrogation against any Company standing in the relation of Parent or Subsidiary to **You** or any Company which is a Subsidiary of a Parent Company of which **You** are a Subsidiary in each case as defined in current legislation.

13 Contract Price

In respect only of goods sold but not delivered for which **You** are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of the **Damage**, the amount **We** will pay shall be based on the contract price and for the purpose of Average the value of all goods to which this extension would in the event of **Damage** be applicable shall be ascertained on the same basis.

14 Contracting Purchaser

In respect of any item on **Buildings** where **You** contract to sell **Your** interest in a **Building** insured by this **Section** the contracting purchaser who has not but will complete the purchase has the benefit of the insurance by this Policy on completion of the purchase if and so far as the **Buildings** are not otherwise insured and without prejudice to **Your** or **Our** rights and liabilities up to the date of completion.

15 Workmen

Workmen are allowed in and about the **Premises** for the purpose of minor alterations, repairs, decorations, general maintenance and the like without prejudice to this insurance.

16 Fire Extinguishment Expenses

This insurance includes where not otherwise recoverable:

- (a) extinguishment expenses reasonably incurred by **You** in order to minimise loss
- (b) **Damage** to lawns and gardens caused by extinguishment operations

as a result of **Damage** by **Fire** but not exceeding 25% of any loss settlement.

17 Change of Temperature

The insurance by any item on **Stock** extends to cover **Damage** caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant or electrical plant or apparatus used in connection therewith by any causes insured by this **Section**.

18 Cleaning of Drains

This insurance extends to cover expenses necessarily incurred in clearing, cleaning and/or repairing drains, gutters, sewers and the like for which **You** may be responsible following **Damage** insured by this **Section**.

19 Customers' Goods

You having intimated to **Your** customers before the **Damage** that **You** will accept responsibility for **Damage** to goods belonging to such customers or for which they may be legally responsible upon which work is to be is being or has been done by **You** on behalf of such customers or which may be left temporarily in the **Insured's** custody for storage, despatch or otherwise, **We** agree that such goods shall be insured by such items of this **Section** as cover **Stock** except in so far as they shall be more specifically otherwise insured.

20 Trace and Access

This **Section** extends to cover costs necessarily and reasonably incurred with **Our** consent in locating the source of any **Escape of Water** from any fixed water services or heating installation and/or **Escape of Fuel Oil** including subsequent repair to walls, floors or ceilings provided that:

- (a) this extension shall not pay the cost of repairs to any fixed water services or heating installation.

(b) The most **We** will pay under this extension shall not exceed €15,000 in respect of any occurrence of **Damage**.

21 Additional Metered Supply Charges

This **Section** extends to cover additional metered charges incurred by **You** or for which **You** are responsible as a result of **Damage** at the **Premises**.

The most **We** will pay under this extension shall not exceed €25,000 in respect of any occurrence of **Damage** and **We** will not cover any claims where, following discovery of **Damage**, no remedial action is taken within 7 days of such discovery.

Exclusions

We shall not cover **you** for:

- 1 consequential loss or **Damage** of any kind or description except of loss of **Rent** when such loss is included in the cover.
- 2 motor vehicles and their contents and any other **Property** more specifically insured except in respect of any amount over and above that recoverable under such specific insurance.
- 3 **Damage to Property** which at the time of the happening of such **Damage** is insured by or would but for the existence of this **Section** be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.
- 4 **Damage** to any electrical plant, apparatus or conductor due to abnormal currents or self heating but this exclusion shall only apply to that part of the electrical plant, apparatus or conductor in which the **Damage** shall have originated.
- 5 **Damage** directly or indirectly occasioned by or happening through or in consequence of **Riot or Civil Commotion** except as described within this **Section**.
- 6 explosives unless specially mentioned as insured by this **Section**.
- 7 **Damage** caused by **Pollution or Contamination** except (unless otherwise excluded) **Damage** to the **Property Insured** caused by:
 - (i) **Pollution or Contamination** which itself results from a cause hereby insured against under the heading of Operative Cover.
 - (ii) any cause hereby insured against under the heading of Operative Cover which itself results from **Pollution or Contamination**.
- 8 in respect of any **Stock of Animals** held by **You** in the course of **Your Business**, **Damage** caused by any **Accidental Cause** as defined in Peril 18
- 9 the amount of the **Excess** shown in the **Schedule** to this **Section**.
- 10 any amount in excess of €50,000 after the deduction of the Excess for this **Section** in respect of **Damage** to the **Property Insured** caused by the **Escape of Oil from any Fixed Oil-Fired Heating Installation**.

Conditions

1 Average

The **Sum Insured** by each item of this **Section** is declared to be separately subject to Average.

Whenever a **Sum Insured** is declared to be subject to Average, if such sum shall at the commencement of any **Damage** be less than the value of the **Property** covered within such **Sum Insured**, the amount payable by **Us** in respect of such **Damage** shall be proportionately reduced.

Note: This Condition does not apply to **Sums Insured** which relate solely to **Rent**, Removal of Debris and Professional Fees.

2 Notice

Notice is to be given to **Us** when any **Building** or part thereof insured by this **Section** becomes unoccupied or when an unoccupied **Building** or part thereof is again occupied and such additional premium as necessary is to be paid.

3 Other Insurances

If any other insurance effected by **You** or on **Your** behalf is expressed to cover any of the **Property** hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this **Section** either in whole or in part or

from contributing rateably to the **Damage**, **Our** liability hereunder shall be limited to such proportion of the **Damage** as the **Sum Insured** hereby bears to the value of such **Property**.

If any other insurance shall be subject to any Condition of Average this **Section** if not already subject to any Condition of Average shall be subject to Average in like manner.

4 Storage of Stock

Stock stored in basements, sub-basements and ground floors shall be on racks shelves or pallets at least 15 centimetres above floor level.

5 Fireproof Doors and Shutters

All fireproof doors and shutters are maintained in efficient working order and are kept closed except during working hours.

6 Waste

- (i) All oily and/or greasy waste and used cleaning cloths are kept in metal receptacles with metal lids and are removed from the **Buildings** at least once a week.
- (ii) All other trade waste and refuse be swept up and removed from the **Buildings** daily.
- (iii) All waste and refuse as described in (i) and (ii) above be removed from the **Premises** at least weekly.

7 Fire Extinguishing Appliances

Adequate Fire Extinguishing Appliances as recommended by the local fire prevention officer or as required by any fire insurance surveyor acting on **Our** behalf be installed at the **Premises** and be maintained under contract in full working order during the currency of this Policy.

Subject to observance of the above this **Section** shall not be invalidated by any defect in any of the said Fire Extinguishing Appliances due to any circumstances unknown to **You** or beyond **Your** control.

SECTION 2 – THEFT

The Cover

In the event of:

- a) any of the **Property Insured** (as described in the **Schedule** to this **Section**) contained within the **Premises** being **Damaged** as a result of theft or attempted theft involving:
 - (i) entry to or exit from the **Premises** by forcible and violent means
 - or
 - (ii) actual or threatened assault or violence or use of force at the **Premises** against **You** or any of **Your** directors, partners or **Employees** or any other person lawfully on the **Premises**happening during the **Period of Insurance**, **We** will pay **You** the value of the **Property** at the time of its loss or the amount of the **Damage** or at **Our** option reinstate or replace the **Property** or any part of it.
- b) the **Premises** sustaining **Damage** for which **You** are responsible by theft or attempted theft happening during the **Period of Insurance** **We** will by payment, reinstatement or repair (whichever **We** may choose) cover **You** against such **Damage** up to an amount not exceeding €25,000.

Amount Payable

The most **We** will pay in any one **Period of Insurance** shall in no case exceed:

- a) the **Sum Insured** in respect of each item
- b) the Total **Sum Insured** for this **Section**
- c) the cost of repairs for **Damage** to the **Premises** for which **You** are responsible.

Basis of Settlement

In the event of the **Property Insured** (except as detailed below) being **Damaged** the basis upon which the amount payable is to be calculated shall be:

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

This condition does not apply to **Stock**, motor vehicles, pedal cycles, and other personal effects.

Extensions

1 Reinstatement of Loss

In the event of **Damage** insured by this **Section** and in the absence of written notice by **Us** or **You** to the contrary within 30 days, the amount of the loss will be reinstated automatically as from the date of the loss providing **You** undertake to pay such additional premium as may be required.

2 Explosives

We will, in addition to the Amount Payable specified above, cover **You** if, as a consequence of the use of explosives on the occasion of any theft or attempted theft as defined in paragraph (a) of Cover, the **Premises** are **Damaged** by paying an amount up to €10,000 per **Premises** in any one **Period of Insurance** in respect of such **Damage** provided that such **Damage** is not otherwise insured.

3 Breakage of Glass

We will cover **You** against **Damage** to fixed glass and framework forming part of the **Premises** provided that such **Damage**:

- (a) has arisen as a result of or in connection with theft or attempted theft as described in paragraphs (a) and (b) of Cover
- (b) is **Your** responsibility
- (c) is not otherwise insured.

We will also pay the reasonable cost of any necessary boarding up as a result of such **Damage**.

4 Temporary Removal

Notwithstanding the limitation to the **Premises** as referred to in paragraph (a) of Cover **We** will cover **You** against **Damage** if:

- (a) plant, machinery or equipment (other than motor vehicles and motor chassis licensed for normal road use) is for cleaning, renovation, repair or other similar purposes
- (b) documents, manuscripts or business books are

temporarily removed from the **Premises** to any other premises not occupied by **You** but remain in the **Territorial Limits** provided that the most **We** will pay under this extension shall not exceed 10% of the **Sum Insured** on such **Property**.

5 Keys

We will, in addition to the Amount Payable specified above, cover **You** for an amount not exceeding €500 incurred as a result of the necessary replacement of locks at the **Premises** following the loss of keys pertaining to the **Premises** or to any safe or strongroom therein by theft during the **Period of Insurance** involving entry or exit by forcible and violent means at the **Premises** or the home of any director, partner or authorised **Employee** provided that if such keys relate to a safe they shall not be left on the **Premises** overnight.

6 Temporary Work

We will, in addition to the Amount Payable specified above, cover **You** for the reasonable cost of temporary work necessary to secure the **Premises** against entry following **Damage** insured under this Policy in order to protect the **Property Insured** pending completion of permanent repairs.

Exclusions

We shall not cover **You** for:

- 1 **Damage** caused by:
 - (a) **Fire** or **Explosion** except as provided under Extension 2.
 - (b) theft or attempted theft by or in collusion with **You** or any of **Your Employees**.
- 2 **Damage** to:
 - a) bonds, bills of exchange, promissory notes, money or securities for money, coins, or stamps.
 - b) livestock other than any **Stock** of **Animals** held by **You** in the course of **Your Business**.
 - c) any **Property** more specifically insured.
 - d) glass forming part of the **Premises** except as provided under Extension 3
- 3 the amount of the **Excess** shown in the **Schedule** to this **Section**.

Conditions

1 Average

The **Sum Insured** by each item under this **Section** is declared to be separately subject to Average.

In respect of each item under this **Section** other than **Stock**:

if at the time of any loss the sum representing 85% of the cost which would have been incurred in repair or replacement if the whole of the **Property** covered by such item had been destroyed exceeds the **Sum Insured** thereon then **You** shall be considered as being **Your** own insurer for the difference between the **Sum Insured** and the sum representing the cost of repair or replacement of the whole **Property** and shall bear a rateable share of the loss accordingly

In respect of each item on **Stock**:

if the **Property Insured** shall at the time of any **Damage** be collectively of greater value than the **Sum Insured** under that item then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

2 Records

You will maintain a complete record of **Stock** received and sold.

3 Reasonable Precautions

You shall take all reasonable precautions to safeguard the **Property Insured** and shall secure the **Premises** whenever left unattended ensuring that all locks fastenings or other protective devices stipulated by or agreed with **Us** are in full operation.

4 Other Insurances

If any other insurance effected by **You** or on **Your** behalf is expressed to cover any of the **Property** hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this **Section** either in whole or in part or from contributing rateably to the **Damage**, **Our** Liability hereunder shall be limited to such proportion of the **Damage** as the **Sum Insured** hereby bears to the value of such **Property**.

If any such other insurance shall be subject to any Condition of Average this **Section** if not already subject to any Condition of Average shall be subject to Average in like manner.

5 Intruder Alarm

It is a condition of Insurance under this **Section** that when an Intruder Alarm is installed on the **Premises**:

- (a) the Intruder Alarm is kept in an efficient condition
- (b) a maintenance service contract which has been approved by **Us** shall be kept in force and the maintenance contract company must be immediately advised of any apparent defect in the Intruder Alarm or its signalling
- (c) the **Premises** are not left unattended unless:
 - (i) the Intruder Alarm is set in its entirety and, where the equipment permits, any Central Station to which the Intruder Alarm is connected has acknowledged the setting signal and
 - (ii) the Intruder Alarm is in full and efficient working order to **Your** best knowledge and belief and that of **Your** authorised representative
- (d) **We** are notified:
 - (i) as soon as possible if written notice is received from the Police warning of a possible or intended withdrawal of response to calls from the Intruder Alarm
 - (ii) before any alteration or substitution of the Intruder Alarm and associated maintenance contract is made
 - (iii) before any alteration and / or erection of internal walling or partitioning which impedes the efficient operation of the Intruder Alarm

unless the terms of this condition are varied with **Our** express agreement.

For the purpose of this condition, Intruder Alarm includes detection devices sensors detection circuit control and processing equipment power supplies audible and remote signalling including ancillary telecommunication systems all as set out in the Specification furnished to and agreed by **Us**.

SECTION 3 – GLASS

Definitions

All Glass

means all fixed glass in windows, doors, fanlights, partitions, showcases, shelves, and fixed mirrored glass at the **Premises** shown in the **Schedule** to this **Section**.

External Glass

means all fixed external glass in windows, doors, and fanlights at the **Premises** shown in the **Schedule** to this **Section**.

Damage

means accidental breakage or **Damage** but excluding scratching or chipping.

The above definition(s) apply to this **Section** wherever the words appear starting with an upper case letter and printed in bold except where otherwise stated.

The Cover

In the event of **Damage** to any of the glass described in the **Schedule** to this **Section** occurring during the **Period of Insurance** **We** will cover **You** by, at **Our** option, repairing, replacing or paying the amount of the **Damage** including the cost of any necessary boarding up.

Amount Payable

The most **We** will pay in any one **Period of Insurance** shall in no case exceed the Total **Sum Insured** shown in the **Schedule** to this **Section**.

Extensions

This **Section** extends to include the following:

- 1) **Damage** to washbasins, lavatory pans and other sanitary fittings only insofar as the article is rendered unserviceable.
- 2) **Damage** to external name signs (not exceeding the amount shown in the **Schedule** to this **Section** in respect of any one loss) but excluding **Damage** arising from wear, tear, depreciation, mechanical breakdown, the application of electrical energy, atmospheric or weather conditions (other than **Lightning** or windstorm), rust, or any process of cleaning, repair, removal or erection.
- 3) Consequent upon **Damage** to glass:
 - (a) **Damage** to lettering and alarm foil.
 - (b) **Damage** to window frames and framework.
 - (c) **Damage** to goods on display including fittings unless caused by or resulting from theft or attempted theft.

Exclusions

We shall not cover **You** for:

- 1) glass already cracked at the commencement of this insurance.
- 2) **Damage** to glass caused by or happening through **Fire, Lightning** or **Explosion**.
- 3) **Damage** caused by removal or replacement of **damaged** glass or the expense of removing **Stock** or internal fittings obstructing removal or replacement.
- 4) the amount of the **Excess** shown in the **Schedule** to this **Section**.

Conditions

1 Average

The **Sum Insured** by each item under this **Section** is declared to be separately subject to Average. If the **Property Insured** by any item of this **Section** shall at the time of any loss or **Damage** be collectively of greater value than the **Sum Insured**

under that item then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

2 Reasonable Precautions

You shall take all reasonable precautions to protect the glass and in the event of its being exposed to unusual risk on account of building alterations or repairs or other special circumstances shall cause it to be properly protected by boards or rails.

SECTION 4 – SPECIFIED ALL RISKS

Definitions

Territorial Area

- A Anywhere in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man or whilst in transit within such area.
- B As Area A plus Continental Europe or whilst in transit within such area.
- C Anywhere in the World.

The above definition(s) apply to this **Section** wherever the words appear starting with an upper case letter and printed in bold except where otherwise stated.

The Cover

We will by payment or, at **Our** option, by reinstatement, replacement or repair cover **You** against **Damage** to the **Property Insured** (as described in the **Schedule** to this **Section**) caused by any peril not specifically excluded. The **Damage** must occur during the **Period of Insurance** within the **Territorial Area** identified by code in the **Schedule** to this **Section**.

Amount Payable

The most **We** will pay in any one **Period of Insurance** shall in no case exceed:

- a) the **Sum Insured** in respect of each item.
- b) the Total **Sum Insured** for this **Section**.

Exclusions

We shall not cover **You** for:

- 1 consequential loss.
- 2 **Damage** arising from:
 - (a) wear and tear, the action of light, atmospheric conditions or other gradually operating cause or any process of cleaning, repair or restoration.
 - (b) mechanical or electrical breakdown, failure or derangement unless exterior **Damage** first occurred to the **Property Insured**.
 - (c) confiscation or detention by Customs or Government Officials.
 - (d) faulty manipulation, design, plan, specification or materials.
 - (e) scratching, biting or chewing by any **Animal**
- 3 loss by disappearance or shortage if only revealed by stocktaking.
- 4 **Damage** arising through theft or attempted theft by or in collusion with any **Employee** of the **Insured** or theft from any unattended vehicle.
- 5 **Damage** caused by the **Property Insured** undergoing any heating process or any process involving the application of heat.
- 6 loss due to any person obtaining the **Property Insured** by deception.
- 7 **Damage** caused by **Pollution** or **Contamination**.
- 8 the amount of the **Excess** shown in the **Schedule** to the **Section**.

Conditions

1 Average

If the **Property Insured** by any item of this **Section** shall at the time of **Damage** be collectively of greater value than the **Sum Insured** under that item then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

2 Premium Adjustments

Should the premium be wholly or partly based on estimates furnished by **You** then **You** shall within 30 days from the end of each **Period of Insurance** render to **Us** such particulars and information as **We** may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to **You** as the case may be subject to **Our** retention of a minimum of one half of the Annual Premium for this **Section**.

3 Other Insurances

If any other insurance effected by **You** or on **Your** behalf is expressed to cover any of the **Property** hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this **Section** either in whole or in part or from contributing rateably to the **Damage** the most **We** will pay hereunder shall be limited to such proportion of the **Damage** as the **Sum Insured** hereby bears to the value of such **Property**.

If any such other insurance shall be subject to any Condition of Average this Policy if not already subject to any Condition of Average shall be subject to Average in like manner.

SECTION 5 – BUSINESS INTERRUPTION

Definitions

Note:

- 1 To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in the Policy shall be exclusive of such tax.
- 2 For the purpose of these Definitions any adjustment implemented in current cost accounting shall be disregarded.

Premises

means the **Business Premises** stated in the **Schedule** to the Policy.

Indemnity Period

means the period beginning with the occurrence of the **Damage** and ending not later than the Maximum Indemnity Period thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

Maximum Indemnity Period

as specified in the **Schedule** to the Policy.

The above definition(s) apply to this **Section** wherever the words appear starting with an upper case letter and printed in bold except where otherwise stated.

Additional Increased Cost of Working

means the further additional expenditure, up to the **Sum Insured** stated in the **Schedule** and beyond that recoverable under Gross Profit or Gross Revenue or Gross Rent Receivable, necessarily and reasonably incurred during the **Indemnity Period** in consequence of the **Damage**.

Specified Disease

means illness sustained by any person resulting from any of the following:

Acute Encephalitis / Acute Poliomyelitis / Anthrax / Chickenpox / Cholera / Diphtheria / Dysentery / Ebola / Erysipelas / Legionellosis / Legionnaires Disease / Leprosy / Leptospirosis / Lyme Disease / Malaria / Measles / Meningitis / Meningococcal Infection / Mumps / Ophthalmia Neonatorum / Paratyphoid Fever / Puerperal Fever / Plague / Rabies / Relapsing Fever / Rubella / Scarlet Fever / Smallpox / Tetanus / Toxoplasmosis / Tuberculosis / Typhoid Fever / Typhus Fever / Viral Hepatitis / Viral Haemorrhagic / Whooping Cough / Yellow Fever.

The Cover

In the event of any **Building** or other **Property** or any part thereof that **You** use at the **Premises** for the purpose of the **Business** being **Damaged** as a result of any of the causes described in the Operative Cover during the **Period of Insurance** and **Your Business** carried on at the **Premises** being in consequence thereof interrupted or interfered with **We** will pay **You** in respect of each item in the **Schedule** to this **Section** the amount of the loss resulting from such interruption or interference in accordance with the applicable Basis of Settlement.

Provided that:

1 Material Damage Insurance

at the time of the happening of the **Damage** there shall be in force an insurance covering **Your** interest in the **Property** at the **Premises** against such **Damage** and that:

(i) payment shall have been made or liability admitted therefore

or

ii) payment would have been made or liability would have been admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

2 Amount Payable

the most **We** will pay shall in no case exceed in respect of each item the sum expressed in the said **Schedule** to this **Section** to be insured thereon or in the whole the total **Sum Insured** hereby or such other sum as may hereafter be substituted therefor by memorandum signed by **Us** or on **Our** behalf.

The Operative Cover

The following Perils are operative only in respect of those **Premises** shown in the **Schedule** to this **Section** where the reference against them is specifically stated to be operative.

The following Perils as defined (subject to the Exclusions):

- 1) **Fire.**
- 2) **Lightning.**
- 3) **Explosion** of Boilers.
- 4) **Explosion.**
- 5) **Aircraft.**
- 6) **Riot, Civil Commotion, Strikers, Locked-Out Workers, or persons taking part in labour disturbances** or malicious persons.
- 7) **Earthquake.**
- 8) **Subterranean Fire.**
- 9) **Spontaneous Fermentation, Heating or Combustion** of the **Property** resulting in **Fire.**
- 10) **Malicious Persons** not acting on behalf of or in connection with any political organisation excluding **Damage** by theft.
- 11) **Breakage or Collapse of Radio and Television Aerials, aerial fittings and masts.**
- 12) **Escape of Oil from any Fixed Oil-Fired Heating Installation.**
- 13) **Impact by any road vehicle or animal.**
- 14) **Storm and Flood.**
- 15) **Bursting or Overflowing of Water Tanks, Apparatus or Pipes**
- 16) **Water Accidentally Discharged** or leaking from any automatic sprinkler installation(s).
- 17) **Subsidence, Ground Heave or Landslip**
- 18) Any **Accidental Cause** as defined in Peril 18 and subject also to the Exclusions to this **Section** and the Policy.

Theft or attempted theft as provided for in **Section 2.**

Peril 18: Excluded Property:

Cover in respect of Peril 18 does not cover:

- (a) fixed glass
- (b) glass (other than fixed glass) china, earthenware, marble or other fragile or brittle objects
- (c) **Computers** or data processing equipment
- (d) vehicles licensed for road use (including accessories thereon) caravans, trailers, railway locomotives, rolling stock watercraft or **Aircraft**
- (e) **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property** in course of construction or erection
- (f) land, roads, pavements, piers, jetties, bridges, culverts or excavations
- (g) livestock, growing crops or trees

other than in respect of Consequential Loss caused by a defined Peril and not otherwise excluded.

Extensions

1. Automatic Reinstatement

In the absence of written notice by **Us** or by **You** to the contrary the **Sum(s) Insured** by this **Section** shall not be reduced by the amount(s) of any loss and in return **You** undertake to pay any reasonable additional premium demanded by **Us** for the continued insurance of the amount of the loss from the date thereof.

2. Other Premises and Specified Infectious Diseases

The cover provided by this **Section** extends to include interruption of or interference with the **Business** in consequence of:

(a) Suppliers

Damage to property at the premises of **Your** suppliers in the **Territorial Limits** but excluding the premises of any supplier from which **You** obtain gas, electricity or water.

(b) Denial of Access

Damage to property in the vicinity of the **Premises** which prevents or hinders the use of or access to the **Premises** whether the **Premises** or **Your Property** is **Damaged** or not but excluding **Damage** of or to property of any supplier from which **You** obtain gas, electricity or water which prevents or hinders the supply of such services to the **Premises**.

(c) Public Utilities

Damage to property at the premises of any public supplier from which **You** obtain gas, electricity, water or telecommunications but excluding:

(i) telecommunications where such failure is for a period of less than 24 hours

or

(ii) other utilities where such failure is for a period of less than 2 hours.

Cover does not include interruption of or interference with the **Business** in consequence of the deliberate act of any supplier or by the exercise by any such supplier of its power to withhold or restrict supply due to drought or any other reason.

(d) Customers

Damage to property of **Your** Customers in the **Territorial Limits**.

(e) Specified Infectious Diseases

the closure of the **Premises** or part thereof on the order or advice of any local or government authority as a result of an outbreak or occurrence of:

(i) a **Specified Disease** manifested by any person whilst at the **Premises**

(ii) an outbreak of a **Specified Disease** at the **Premises**

(iii) murder or suicide occurring at the **Premises**

(iv) injury or illness sustained by any visitor arising from or traceable to foreign or injurious matter in food or drink provided on the **Premises**

(v) defects in the drains or other sanitary arrangements at the **Premises** or the **Premises** becoming infested with vermin or pests

but this extension does not include any:

(A) **Specified Disease** which has been declared as a pandemic by the World Health Organisation or the government of the Republic of Ireland.

(B) amount which is recoverable from any government initiative scheme or payment.

(C) costs incurred in the cleaning, repair, replacement, recall or checking of **Property** or the **Premises**.

For the purpose of extension 2. (e) Specified Infectious Diseases, the **Maximum Indemnity Period** shall be the period during which the results of **Your Business** are affected in consequence of the outbreak or occurrence described

above beginning with the date when restrictions on the **Premises** are imposed and ending not later than 3 months after that date.

Our liability under this extension in respect of any one event and in any one **Period of Insurance** shall be limited to €100,000 or 10 per cent of the **Sum Insured** stated in the **Schedule** to this **Section** whichever is less.

3. Payments on Account

Payments on account will with **Our** consent be made to **You** during the **Indemnity Period**.

4. Departmental Clause

If the **Business** is conducted in departments for which the independent trading results are ascertainable the provisions of the Basis of Settlement – Gross Profit condition of this **Section** shall apply separately to each department affected by the incident.

Exclusions

We shall not cover:

- 1 loss resulting from such interruption or interference with the **Business** caused by **Pollution or Contamination** except (unless otherwise excluded) **Damage** to the **Property Insured** caused by:
 - (i) **Pollution or Contamination** which itself results from a cause hereby insured against under the heading of Operative Cover.
 - (ii) any cause hereby insured against under the heading of Operative Cover which itself results from **Pollution or Contamination**.
- 2 the amount of the **Excess** shown in the **Schedule** to this **Section**.

Conditions

1 Professional Accountants

Any particulars or details contained in **Your** books of account or other business books or documents which **We** may require under General Condition 6 of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for **You** and their report shall be prima facie evidence of the particulars and details to which such report relates.

We will pay to **You** the reasonable charges payable by **You** to **Your** professional accountants for producing such particulars or details or any other proofs information or evidence as **We** may require under the terms of General Condition 6 of this Policy and reporting that such particulars or details are in accordance with **Your** books of account or other business books or documents.

Provided that the sum of the amount payable under this condition and the amount otherwise payable under this **Section** shall in no case exceed the sum expressed in the **Schedule** to this **Section** to be insured hereon.

2 Changes in Risk Conditions

In respect of the insurance by this **Section** General Condition 3 of this Policy (Changes in Risk) paragraph (a) is amended to read:

'**Your** interest ceases other than by death'.

3 Claims Procedure

In respect of the insurance by this **Section** General Condition 6 of this Policy is amended to read;

- (a) In the event of any **Damage** in consequence of which a claim is or may be made under this **Section** **You** shall:
 - (i) notify **Us** immediately using one of the methods described in the Important Information Statements at the beginning of this Policy .
 - (ii) deliver to **Us** at **Your** expense within 7 days of its happening full details of **Damage** caused by **Riot, Civil Commotion, Strikers, Locked-Out Workers, persons taking part in labour disturbances or Malicious Persons**.
 - (iii) with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss.

- (b) In the event of a claim being made under this **Section** at **Your** own expense **You** shall:
- (i) not later than 30 days after the expiry of the **Indemnity Period** or within such further time as **We** may allow, deliver to **Us** in writing particulars of **Your** claim together with details of all other insurances covering the **Damage** or any part of it or any resulting consequential loss.
 - (ii) deliver to **Us** such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as **We** may reasonably require for the purpose of investigating or verifying the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.

Basis of Settlement - Gross Profit

The amount payable shall be Loss of Gross Profit due to:

- a) Reduction in Turnover being:

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the **Indemnity Period** shall in consequence of the **Damage** fall short of the Standard Turnover

- b) Increase in of Cost Working being:

the additional expenditure (subject to the provisions of the Uninsured Standing Charges condition) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of Gross Profit as may cease or be reduced in consequence of **Damage**.

Provided that if the **Sum Insured** by this Item be less than the **Sum Insured** by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months) the amount payable shall be proportionately reduced.

Definitions to Gross Profit Basis of Settlement only:

Turnover

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

Gross Profit

means the amount by which

- a) the sum of the amount of the Turnover and the amount of the closing **Stock** and work in progress exceeds
- b) the sum of the amount of the opening **Stock** and work in progress and the amount of the Uninsured Working Expenses.

Note For the purposes of this Definition the amounts of the opening and closing **Stocks** and work in progress shall be arrived at in accordance with **Your** normal accountancy methods due provision being made for depreciation.

Uninsured Working Expenses

means those stated in the **Schedule** to the Policy

Note The words and expressions used in this Definition shall have the meaning usually attached to them in **Your** books and accounts.

Rate of Gross Profit	means the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage) to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variation 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 represent as nearly as may be reasonably practicable the results which but for the Damage would have
Annual Turnover	means the Turnover during the period twelve months immediately before the date of the Damage)
Standard Turnover	means the Turnover during the period in the twelve months immediately)

before the date of the **Damage** which corresponds with the **Indemnity Period**) been obtained during the relative period after the **Damage**.

Conditions to Gross Profit Basis of Settlement only:

1 Alternative Trading

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

2 Uninsured Standing Charges

If any standing charges of the **Business** be not insured by this Policy (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as increase in Cost of Working that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges.

Basis of Settlement - Gross Revenue

The amount payable shall be Loss of Gross Revenue due to:

a) Reduction in Gross Revenue being

the amount by which the Gross Revenue during the **Indemnity Period** shall in consequence of the **Damage** fall short of the Standard Gross Revenue

b) Increase in Cost of Working being

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction thereby avoided

less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of Gross Revenue as may cease or be reduced in consequence of **Damage**.

Provided that if the **Sum Insured** by this Item be less than the Annual Gross Revenue (or to a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months) the amount payable shall be proportionately reduced.

Definitions to Gross Revenue Basis of Settlement only:

Gross Revenue

means the money paid or payable to **You** in respect of work done and services rendered.

Annual Gross Revenue	means the Gross Revenue) during the period twelve) months immediately before the) date of the Damage)) to which such adjustments shall be made) as may be necessary to provide for the) trend of the Business and for variation 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 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 .
Standard Gross Revenue	means the Gross Revenue) during the period in the twelve) months immediately before the) date of the Damage which) corresponds with the) Indemnity Period)	

Conditions to Gross Revenue Basis of Settlement only:

1 Alternative Trading

If during the **Indemnity Period** services shall be rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such services shall be brought into account in arriving at the Gross Revenue during the **Indemnity Period**.

Basis of Settlement - Gross Rent Receivable

The amount payable shall be loss of Gross Rent Receivable due to:

- (a) Reduction in Gross Rent Receivable being
 - the amount by which the Gross Rent Receivable during the **Indemnity Period** shall in consequence of the **Damage** fall short of the Standard Gross Rent Receivable
- (b) Increased Cost of Working being
 - the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Rent Receivable which but for the expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction thereby avoided

less any sum saved during the **Indemnity Period** in respect of such of the expenses and charges of the **Business** payable out of Gross Rent Receivable as may cease or be reduced in consequence of the **Damage**.

Provided that if the **Sum Insured** by this item be less than the Annual Gross Rent Receivable (or to a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months) the amount payable shall pay shall be proportionately reduced.

Definitions to Gross Rent Receivable Basis of Settlement only:

Gross Rent Receivable

means the money paid or payable to **You** for tenancies and other charges and for services rendered in the course of the **Business** at the **Premises**.

Annual Gross Rent Receivable	means the Gross Rent Receivable during the 12 months immediately before the date of the Damage) to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variation 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 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 .
Standard Gross Rent Receivable	means the Gross Rent Receivable during the period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period)

Conditions to Gross Rent Receivable Basis of Settlement only:

1 Alternative Trading

If during the **Indemnity Period** services shall be rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such services shall be brought into account in arriving at the Gross Rent Receivable during the **Indemnity Period**.

Basis of Settlement – Increased Cost of Working

The amount payable shall be the net Increased Cost of Working as a consequence of damage (including the cost of moving to and from and the additional rent of temporary premises, additional rates and taxes thereon and expenses incurred in equipping the said premises to make them suitable for the Insured's Business, additional cost in respect of lighting, heating and water, additional cost in respect of additional staff and overtime and allowances for meals to existing staff) reasonably incurred in order to minimise any interruption or interference with the Business during the Indemnity Period.

Conditions to Increased Cost of Working Basis of Settlement only:

1. Basis of settlement

In the event of loss the **Insurer** shall be liable for not more than 50 per cent of the **Sum Insured** hereunder in respect of such additional expenditure arising in the first three months following the date of **Damage** nor 25 per cent of the **Sum Insured** in respect of additional expenditure in any one month thereafter.

Basis of Settlement – Additional Increased Cost of Working

The insurance under this item is limited to **Additional Increased Cost of Working** and the amount payable hereunder shall be such additional expenditure, beyond that recoverable under Increase Cost of Working by the other item(s) of this Section, necessarily and reasonably incurred for the purposes of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, or of resuming or maintaining the normal operations of the Business.

The most **We** will pay under this item shall not exceed the **Sum Insured** for the **Additional Increased Cost of Working** Item shown in the **Schedule** for this **Section**

SECTION 6 – BOOK DEBTS

Definition

Outstanding Debit Balances

The total last recorded by **You** under the provisions of Condition 1, adjusted for:

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

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have obtained at the date of the **Damage** had the **Damage** not occurred.

The above definition(s) apply to this **Section** wherever the words appear starting with an upper case letter and printed in bold except where otherwise stated.

Cover

In the event of **Your** books of account or other business books or records at the **Premises**:

- i) **Damaged** by any accidental cause
- ii) being lost due to theft involving entry into or exit from the **Premises** by forcible or violent means or any attempt thereat occurring during the **Period of Insurance** and in consequence thereof **You** are unable to trace or establish the outstanding debit balances in whole or in part due to **You**, then **We** will pay to **You** the amount of loss resulting from such **Damage** but not exceeding:

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

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

Extensions

1 Other Premises

This insurance extends to include the amount of any loss ascertained in accordance with the provisions of this **Section** resulting from **Damage** (as within defined):

- (a) in any premises in the **Territorial Limits** occupied by persons acting on **Your** behalf to which **Your** books of account or other business books or records are temporarily removed.
- (b) to **Your** books of account or other business books or records whilst in transit within the **Territorial Limits**.

2 Professional Accounts

We will pay **You** the reasonable charges **You** have to pay to **Your** professional accountants for producing any particulars or details or any other proofs information or evidence as **We** may require under the terms of the claims condition of this policy and reporting that such particulars or details are in accordance with **Your** books of account or other business books or documents.

The most **We** will pay under this extension and this **Section** shall in no case exceed the **Sum Insured**.

Exclusions

We shall not cover **You** for any loss occasioned by or happening through:

- a) erasure or distortion of information on **Computer** systems or other records:
 - i) due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by damage to the said machine or apparatus.
 - ii) due to defects in such records.
- b) deliberate falsification of business records.
- c) mislaying or misfiling of tapes and records.
- d) the deliberate act of the Public Supply undertaking in restricting or withholding electricity supply.
- e) wear and tear and gradual deterioration, vermin, rust, damp or mildew.
- f) the connivance by any of **Your Employees**.

Conditions

1 Debit Balances

At the end of each month **You** shall record the total amount outstanding in customers' accounts as set out in **Your** accounts as at the end of the said month and such record shall be kept at a place other than **Your Premises**.

If the recorded amount exceeds the **Sum Insured** applicable at the date of such declaration then for the purposes of this condition only, **You** shall be deemed to have recorded such **Sum Insured**.

2 Reinstatement of Loss

In consideration of the insurance not being reduced by the amount of any loss **You** shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the **Period of Insurance**.

SECTION 7 – MONEY

Definitions

Money

means current coin, banknotes, Bankers Drafts, National Giro drafts, postal and money orders, cheques, travellers cheques, National Giro, payment orders, dividend warrants, postage stamps, franking machine units, Phonocards, saving stamps, National Insurance Stamps, National Savings Certificates, Holiday with Pay Stamps, Premium Bonds, Luncheon Vouchers, Gift Tokens, Trading Stamps, VAT input documents and credit cards sales vouchers.

Business Hours

The period during which the **Premises** are actually occupied by **You** for **Business** purposes and during which **You** or **Your Employees** entrusted with **Money** are in the **Premises**.

The above definition(s) apply to this **Section** wherever the words appear starting with an upper case letter and printed in bold except where otherwise stated.

Cover

We will cover **You** for:

- 1 loss of **Money** belonging to **You** or for which **You** are responsible from any cause not hereinafter excluded
- 2 **Damage** done by thieves to cash registers safes, strongrooms, franking machines or bags cases or waistcoats used for the carriage of **Money**
- 3 **Damage** to clothing or personal effects belonging to **You** or to any of **Your** principals or **Employees** which arises from attack by any person in the course of theft or attempted theft of **Money** insured subject to a Limit of indemnity of €250 per person

occurring during the **Period of Insurance**.

Amount Payable

The most **We** will pay in respect of any one loss during the **Period of Insurance** will not exceed the relevant Limit shown in the **Schedule** to this **Section** less the amount of the **Excess**.

Exclusions

We shall not cover **You** for:

- 1 **Damage:**
 - (a) due to the dishonesty of **Your** principal(s) or **Employee**(s) unless discovered and reported to **Us** within seven working days of its occurrence.
 - (b) due to falsification of accounts.
 - (c) insured under a Fidelity Guarantee Policy.
- 2
 - (a) loss from an unattended vehicle.
 - (b) loss of **Money** during transit by unregistered post.
 - (c) loss from any coin operated machine.
- 3 loss or shortage due to errors or omissions or due to depreciation in value.
- 4 loss resulting from any business transaction dishonoured cheques or the use of counterfeit money.
- 5 loss arising outside the **Territorial Limits**.
- 6 the amount of the **Excess** specified in the **Schedule** to this **Section**.

Conditions

1 Records

You must:

- (a) keep a daily record of
 - (i) the amount of **Money** in any safe or strongroom secure in some place other than the safe or strongroom.
 - (ii) the amount of franking machine units used.
- (b) record details of all transits in a book retained for that purpose.

The most **We** will pay will be the amount of **Money** shown in such record at the time of the loss or the Limit shown in the **Schedule** to this **Section** whichever is the less.

2 Keys

All keys and notes of combination lock numbers for safes and strongrooms containing **Money** must be held in personal custody of an authorised person and removed from **Your Premises** out of working hours.

3 Premium Adjustments

Should the premium be wholly or partly based on estimates furnished by **You** then **You** shall within 30 days from the end of each **Period of Insurance** render to **Us** such particulars and information as **We** may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to **You** as the case may be subject to **Our** retention of a minimum of one half of the Annual Premium for this **Section**.

PERSONAL ACCIDENT (ASSAULT) EXTENSION TO THE MONEY SECTION

Definitions

Insured Person

shall mean **You** or **Your** directors or **Employees** aged between 18 and 65 years.

Bodily Injury

shall mean injury (including multiple injuries sustained in one incident) caused solely and directly by violent external and visible means which shall be the sole and direct cause.

Loss of Limbs

shall mean total loss of use or loss by physical separation at or above the ankle or wrist of one or more limbs.

Loss of sight

shall mean total irremediable and irrecoverable loss of sight of one or both eyes.

Permanent Total Disablement

shall mean a disablement which permanently completely and continuously prevents the **Insured Person** from engaging in or attending any occupation.

Temporary Total Disablement

shall mean a disablement which completely and continuously prevents the **Insured Person** from engaging in or attending to his or her usual occupation.

The above definition(s) apply to this **Section** wherever the words appear starting with an upper case letter and printed in bold except where otherwise stated.

The Cover

We will pay Compensation as specified in the **Schedule** to this extension in respect of any **Bodily Injury** sustained by the **Insured Person** in the course of the **Business** where such **Bodily Injury** arises directly from assault for the purposes of theft or attempted theft of **Money** happening during the **Period of Insurance**.

Provided always that:

- (a) Compensation shall be payable only under one of Items 1, 2 or 3 of the **Schedule** and weekly compensation shall become payable only when the total amount of Compensation shall have been ascertained and agreed
- (b) Compensation shall not be payable in respect of death or injury caused by or arising wholly, or in part from pre-existing illness, disease, physical or mental defect or infirmity
- (c) Compensation shall not be payable to any person whose age exceeds 65 years

Conditions

1 Excess

The **Excess** to the Money **Section** is deemed not to apply to this Extension.

SECTION 8 – GOODS IN TRANSIT

Definitions

Territorial Limits

means within the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands including direct transit within or between such territories.

Vehicle

means any motor vehicle described in the **Schedule** to this **Section** owned and/or operated by **You** including:

- a) temporary substitution whilst a Vehicle is out of use for maintenance repair or official testing.
- b) permanent substitution for individually specified Vehicles provided **We** are notified within 21 days of the substitution.

Working Hours

means the whole period during which the **Vehicle** is being used by its driver in connection with the **Business**.

Goods of a Dangerous Nature

means goods which are specified in the Transport of Dangerous Goods Directive issued by the European Union current at the time such goods are accepted for transit or goods which present a comparable hazard.

Consignment

means all goods whether contained in one or a number of parcels, packages or containers or in bulk sent at one time in one load from one address to another.

The above definition(s) apply to this **Section** wherever the words appear starting with an upper case letter and printed in bold except where otherwise stated.

The Cover

Cover A - Carriage of the Property Insured by Vehicles owned and/or operated by You

(This cover is operative only if specified in the **Schedule** to this **Section**).

We will by payment or, at **Our** option, by reinstatement, replacement or repair cover **You** against **Damage** from any cause not specifically excluded during the **Period of Insurance** to the **Property Insured** while:

- a) being loaded on to, carried by or unloaded from
- or
- b) temporarily housed in the course of transit upon

any **Vehicle** described in the **Schedule** to this **Section** owned and/or operated by **You** within the **Territorial Limits** in connection with the **Business**.

The most **We** will pay shall not exceed the Limits of Liability stated in the **Schedule**.

In the event of the original **Vehicle** becoming disabled due to accident or breakdown during a transit this **Section** shall continue to apply whilst the **Property Insured** is being transferred to and carried by any other **Vehicle** for completion of the original transit.

Special Exclusion applicable to Cover A

This **Section** does not cover **Damage** resulting from theft or attempted theft or unexplained shortages from any unattended **Vehicle** unless:

- a) during **Working Hours** all doors, windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors ignition or other services removed
- b) at all times out of **Working Hours** the **Vehicle** is in a securely locked building or guarded security park.

Extensions to Cover A

1 Additional Costs

This **Section** extends to cover **You** against additional costs necessarily incurred in:

- a) transferring the **Property Insured** to another conveyance and/or delivering/returning such **Property** to its original destination/place of despatch if any **Vehicle** is disabled as a result of an accident
- b) re-loading on to any **Vehicle** any of the **Property Insured** fallen from such **Vehicle**
- c) removing debris consequent upon **Damage** to any of the **Property Insured**

up to an amount not exceeding €1,000 for any one event but excluding the first €25 of each and every loss.

2 Sheets Tarpaulins Ropes etc/Personal Effects

This **Section** extends to cover **You** against **Damage** to:

- a) sheets, tarpaulins, ropes, toggles, chocks, chains, skips and trolleys whilst carried in the course of transit by any **Vehicle** up to an amount not exceeding €1,000 for any one event but excluding the first €25 of each and every loss.
- b) the personal **Property** belonging to the driver and/or mate whilst carried in any **Vehicle** conveying the **Property Insured** in the course of their employment up to an amount not exceeding €150 for any one person but excluding the first €25 of each and every loss.

Cover B - Despatch of the Property Insured by Rail, Road or Post Carrier.

(This Cover is operative only if specified in the **Schedule** to this **Section**).

We will by payment or, at **Our** option, by reinstatement, replacement or repair cover **You** against **Damage** from any cause not specifically excluded during the **Period of Insurance** to the **Property Insured** in course of transit in connection with the **Business** by:

- 1 Rail Carrier
- 2 Road Carrier
- 3 Post Carrier

from Your **Premises** specified in the **Schedule** to this **Section** to any destination within the **Territorial Limits** whilst:

- a) in the charge of the Carrier until delivered to the consignee including temporary housing in the course of transit.
- b) being loaded upon or unloaded from the Carrier's conveyance.
- c) being delivered to or collected from any delivery or collection point of the Carrier other than by a **Vehicle** owned or operated by **You**.

The most **We** will pay shall not exceed the Limits of Liability stated in the **Schedule** to this **Section**.

Special Exclusion applicable to Cover B

This **Section** does not cover any claim arising as a result of failure to make proper and complete declarations required by Carriers or failure to obtain receipts for parcels, packages or **Consignments** sent by Rail, Road, Post or other Carriers.

Exclusions

We shall not cover **You** for:

- 1 **Damage** to:
 - (a) coins, bank notes, treasury notes, stamps or cheques, securities, bills of exchange, promissory notes
 - (b) deeds, bonds, documents, manuscripts, business books, computer systems records
 - (c) patterns, models, moulds, plans or designs
 - (d) furs, jewellery, precious stones, precious metals or bullion, pictures, paintings, engravings, statuary works of art
 - (e) livestock
 - (f) explosives or Goods of a Dangerous Nature
 - (g) **Property** despatched on F.O.B. terms

(h) **Property** conveyed in a refrigerated, frozen, chilled or insulated condition as a result of deterioration due to any variation in temperature unless as a result of an accident to the **Vehicle**

unless otherwise stated in the **Schedule** to this **Section**.

2 **Damage** due to:

- (a) wear and tear, gradual deterioration, contamination, depreciation, inherent vice or nature of the **Property Insured**.
- (b) normal atmospheric conditions where the **Property Insured** is on an open vehicle unless such **Property** shall have been adequately and properly protected.
- (c) mechanical or electrical breakdown, failure or derangement unless exterior **Damage** first occurred to the **Property Insured**.
- (d) delay, loss of market or other consequential loss.
- (e) **Pollution** or **Contamination**.

3 the amount of the **Excess** shown in the **Schedule** to this **Section**.

4 loss due to theft by or with **Your** connivance or the connivance of **Your Employees**.

5 losses from unattended vehicles of **Property** consisting of tobacco, wines, spirits, clothing, audio/visual equipment, **Computers**, **Computer** games and audio/visual cassettes.

Conditions

1 Premium Adjustments

Should the premium be wholly or partly based on estimates furnished by **You**, then **You** shall within 30 days from the end of each **Period of Insurance** render to **Us** such particulars and information as **We** may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to **You** as the case may be subject to **Our** retention of a minimum of one half of the Annual Premium for this **Section**.

2 Reasonable Precautions

You must take all reasonable precautions to prevent **Damage** by:

- (a) maintaining **Vehicles** in an efficient and roadworthy condition and ensuring that they are suitable for the purpose for which they are to be used.
- (b) exercising reasonable care in the:
 - (i) selection of **Employees**, obtaining references, providing instruction and in the supervision of **Employees**.
 - (ii) packaging and labelling or addressing of the **Property Insured**.
- c) complying with regulations imposed by any lawful authority

3 Average

If at the date of any **Damage** the goods at risk at one location or on any one **Vehicle** or **Vehicle** and trailer as the case may be or in any one package or comprising one **Consignment** by road or rail shall be collectively of greater value than the Limit of Liability **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the **Damage** accordingly.

SECTION 9 – LOSS OF LICENCE

Definition

The Licence

Code A

means all licences which have been granted for the sale of excisable and/or alcoholic liquor.

Code B

means all licences which have been granted for the provision of entertainment and/or music and dancing.

The above definition(s) apply to this **Section** wherever the words appear starting with an upper case letter and printed in bold except where otherwise stated.

The Cover

In the event of the Licence (as defined above and identified within the **Schedule** to this **Section** as being applicable) granted in respect of the **Premises** stated in the **Schedule** to this **Section** being:

- i) totally and permanently forfeited or revoked under the provisions of the appropriate legislation governing such licences or
- ii) refused renewal after due application for such renewal to the appropriate authority

during the **Period of Insurance**, **We** will cover **You** for all loss that may be sustained in respect of the depreciation in the value of **Your** interest in the **Premises** and/or **Business** by the forfeiture of or revocation of or refusal to renew the Licence.

Limit of Liability

The most **We** will pay shall not exceed the **Sum Insured** stated in the **Schedule**.

We will also cover **You** against the costs and expenses incurred with **Our** written consent in connection with any appeal against the forfeiture of or revocation of or refusal to renew the Licence.

Exclusions

We shall not cover **You** for:

- 1 refusal to renew the Licence if **You** are entitled to obtain compensation under the provisions of any Act of Parliament.
- 2 (i) actual or proposed compulsory purchase of the **Premises**
(ii) any scheme of town or country planning improvement or redevelopment
whether such loss is direct or indirect.
- 3 any alteration in the law governing the grant, surrender, renewal, suspension or forfeiture of the Licence.

Special Provisions

1 Your Duty of Notification

You shall on becoming aware of any:

- a) complaint against the **Premises** or control thereof
- b) proceedings against or conviction of the licence holder, manager, tenant or occupier of the **Premises** for any breach of licensing laws of any other matter whereby the character or reputation of the person concerned is affected or called into question in respect of his or her honesty, moral standing or sobriety
- c) change of tenancy or management of the **Premises**
- d) transfer or proposed transfer of the Licence
- e) alteration in the purpose for which the **Premises** are used
- f) objection to renewal or other circumstances which may endanger the renewal of the Licence

immediately give **Us** notice thereof in writing and supply such additional information and give such assistance as **We** may reasonable require. Subject to such notice **You** shall be considered to have reaffirmed at the date of each renewal of this **Section** the statements made in the Proposal and/or any other information supplied by **You**.

2 Forfeited Licence/Refused Renewal

In the event of the Licence being forfeited or refused **You** shall:

- a) give **Us** written notice within 24 hours of receiving knowledge of such event stating the grounds upon which the Licence was forfeited or the renewal refused.
- b) apply if practicable and if required by **Us** for the grant of such new Licence for the same or alternative premises as may enable **You** to continue the **Business** in a similar or alternative form.

3 Change of Licence Holder

In the event of death, bankruptcy, incapacity, desertion of the **Premises** or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to his or her honesty, moral standing or sobriety) of the licence holder, manager, tenant or occupier of the **Premises** **You** shall where practicable and at **Our** request procure a suitable person to replace him or her and one to whom the appropriate authorities will transfer the Licence or grant the Licence by way of renewal.

Special Condition

Reasonable Precautions

You shall take all reasonable steps necessary to keep the Licence in force and exercise reasonable care in ensuring that the licence holder, manager, tenant or occupier of the **Premises** are suitable and competent.

SECTION 10 – DETERIORATION OF STOCK

Definitions

Refrigerated Stock

means **Stock**, merchandise and materials of the trade being **Your Property** or held by **You** in trust or on commission for which **You** are responsible.

Refrigeration Equipment

means the refrigeration equipment specified in the **Schedule** to this **Section** and installed at the **Premises**.

The above definition(s) apply to this **Section** wherever the words appear starting with an upper case letter and printed in bold except where otherwise stated.

The Cover

In the event of **Damage** to **Refrigerated Stock** in the **Refrigeration Equipment**, caused by deterioration or purification due to:

- a) change in temperature resulting from:
 - (i) breakdown of the equipment
 - (ii) failure from any inherent cause of any thermostatic or automatic controlling device of the equipment
 - (iii) the accidental failure of the public electricity supply to the **Premises**
- b) accidental leakage of refrigerant or refrigerant fumes

happening during the **Period of Insurance**, **We** will cover **You** up to the **Sum Insured** set against any item of equipment specified in the **Schedule** to this **Section**.

Provided that the **Refrigeration Equipment** described is the subject of a current manufacturers guarantee or maintenance agreement with a competent refrigeration engineer.

Exclusions

We shall not cover **You** for:

- 1 **Damage** caused by **Fire, Lightning** or **Explosion**.
- 2 **Damage** caused by any wilful act or wilful neglect by **You** or any of **Your Employees** or due to faulty packing or stowage.
- 3 **Damage** resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict the supply of electricity.
- 4 the amount of the **Excess** specified in the **Schedule** to this **Section**.

Conditions

1 Average

If the **Property Insured** by any item of this **Section** shall at the time of any **Damage** be collectively of greater value than the **Sum Insured** under that item then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

2 Other Insurances

If any other insurance effected by **You** or on **Your** behalf is expressed to cover any of the **Property** hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this **Section** either in whole or in part or from contributing rateably to the **Damage**, **Our** Liability hereunder shall be limited to such proportion of the **Damage** as the **Sum Insured** hereby bears to the value of such **Property**.

If any such other insurance shall be subject to any Condition of Average this **Section** already subject to any Condition of Average shall be subject to Average in a like manner.

SECTION 11 - EMPLOYERS' LIABILITY

Definitions

Conveyance

any water and/or air and/or road and/or rail conveyances of every description.

Offshore Activity

means any work on or visit to an **Offshore Installation** from the time of embarkation onto a **Conveyance** at the point of final departure to such **Offshore Installation** until the time of disembarkation from a **Conveyance** onto land on return from such **Offshore Installation**

Offshore Installation

means any offshore installation, rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk, landing ramp, bridge, walkway, accommodation or other connected structure which has been is or will be engaged in the processes of prospecting for or extraction, separation, storage, treatment or distribution of oil or gas.

The above definition(s) apply to this **Section** wherever the words appear starting with an upper case letter and printed in bold except where otherwise stated.

The Cover

We will cover **You** for **Your** legal liability for **Bodily Injury** sustained by an **Employee** occurring during the **Period of Insurance** within the **Territorial Limits** and arising out of and in the course of employment by **You** in connection with **Your Business**.

Limit of Liability

Our limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section** but, if the **Bodily Injury** arises from **Asbestos** or **Terrorism**, then **Our** limit of liability shall not exceed €5,000,000.

Exclusions

We shall not provide cover for liability:

- 1) in respect of which compulsory insurance or security is required to be arranged by **You** under the Road Traffic Act 1961 or any subsequent legislation amending or replacing such Act or Order.
- 2) caused by or arising from any **Offshore Activity**.
- 3) for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- 4) arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).

Conditions

1) Claims Notification

In the event of an occurrence which may give rise to a claim under this **Section**:

You will:

- (a) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Important Information Statements near the beginning of this Policy.
- (b) provide all additional information **We** may require within the time stipulated by **Us**.
- (c) forward unanswered to **Us** immediately they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- (d) give immediate notice in writing to **Us** of any impending prosecution, inquest or fatal accident inquiry.

- (e) at all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
- (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury**.
- (g) give immediate notice in writing to **Us** if **You** become aware of any Safety, Health and Welfare at Work incident involving any person which may result in a claim hereunder.

2) Conduct and Control

It is a condition of this **Section** that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

We shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

3) Discharge of Liability

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this **Section** (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims.

4) Employers' Liability Tracing Office

Where **We** provide cover under the Employers' Liability (Compulsory Insurance) Regulations 1998, **We** are required by regulation to maintain a database of all the companies and subsidiary companies covered by such insurance. **We** support and will add details of all company names to the Employers' Liability Tracing Office database.

Accordingly, it is a condition of this insurance that **You** undertake to supply full details (as required by the Employers' Liability Tracing Office) of **Your** company and all subsidiary companies to **Us** at inception of this Policy and promptly thereafter following acquisition or disposal of any subsidiary company.

5) Rights of Recovery

The cover provided under this **Section** is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to **Employees** within the **Territorial Limits** or **Offshore Installations** within the continental shelf around those countries may require but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Extensions

The terms, General Conditions and General Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies.

1) Unsatisfied Court Judgments.

Where a judgment for damages has been obtained by any **Employee** or the legal personal representatives of any **Employee** in respect of **Bodily Injury** sustained by the **Employee** arising out of and in the course of employment by **You** in connection with **Your Business** and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then, at **Your** request, **We** will pay to the **Employee** or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- (a) the judgment for damages has been obtained against a company, partnership or individual (but not against **You**) operating from or resident in premises within the **Territorial Limits** in any court situated in the **Territorial Limits**.
- (b) there is no appeal outstanding.
- (c) if any such payment is made by **Us**, the **Employee** or their legal personal representatives shall assign the judgment to **Us**.
- (d) this **Section** of **Your** Policy is operative at the time that such **Bodily Injury** is sustained and cover will only apply in respect of those damages that relate to **Bodily Injury** sustained during the **Period of Insurance**.
- (e) **Our** liability for damages, costs and expenses shall not exceed the amount stated in the **Schedule** as the Limit of

Liability for this **Section**.

2) Work Overseas.

The cover provided under this **Section** shall extend to cover **You** for **Your** legal liability for **Bodily Injury** sustained by any **Employee** whilst undertaking work on a temporary basis within any country outside of the **Territorial Limits** provided that:

- (a) any such **Employee** is ordinarily resident within the **Territorial Limits**.
- (b) **We** shall not provide cover for any medical expenses or repatriation costs.
- (c) **We** shall not provide cover in respect of any amount payable under Workers' Compensation, Social Security or Health Insurance legislation.

SECTION 12 - PUBLIC LIABILITY

The Cover

We will cover **You** for **Your** legal liability for accidental:

- 1) **Bodily Injury** to any person
- 2) **Damage to Property**
- 3) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement occurring during the **Period of Insurance** within the **Territorial Limits** and in connection with **Your Business**.

Limit of Liability

Our limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

Exclusions

We shall not provide cover for liability:

- 1) in respect of **Bodily Injury** to any **Employee** arising out of and in the course of employment by **You** in connection with **Your Business**.
- 2) caused by or arising from the ownership or possession or use by **You** or on **Your** behalf of any:
 - (a) aircraft or aerospace device or hovercraft.
 - (b) watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length.
 - (c) mechanically propelled vehicle:
 - (i) in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle.
 - (ii) where cover is provided by any other insurance.
- 3) arising from any **Product Supplied** after it has ceased to be in **Your** custody or under **Your** or any **Employee's** control other than food and drink for consumption on **Your Premises**.
- 4) for **Contractual Liability** unless the sole conduct and control of claims is vested in **Us** but **We** shall not in any event provide cover in respect of:
 - (a) liquidated damages or liability under any penalty clause.
 - (b) **Damage to Property** against which **You** are required to effect insurance under the terms of Clause 21.2.1 of the Joint Contracts Tribunal Standard Form of Building Contract 1980 Edition or any revision or substitution thereof or any clause of similar intent under any other contract conditions.
 - (c) **Damage to Property** which comprises the contract works executed or in the course of execution by **You** or on **Your** behalf and occurs after the date of issue of a certificate of completion of such works or, where the contract has no provision for such a certificate, the date on which such works are completed and handed over to the **Principal** if **You** are expressly responsible for such **Damage** under the terms of the contract.
- 5) in respect of **Damage to Property**:
 - (a) belonging to **You**.
 - (b) in **Your** or any **Employee's** custody or control other than personal effects including vehicles and their contents of any visitor, director, partner and/or **Employee** of **Yours**.
 - (c) being that part of any **Property** on which **You** or any **Employee** or agent of **Yours** is or has been working where **Damage** arises out of such work.
- 6) in respect of **Pollution or Contamination** occurring:
 - (a) within the United States of America or Canada.

- (b) elsewhere than within the United States of America or Canada unless caused by a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **Period of Insurance**.

Provided that in respect of any liability for which cover is not excluded under exclusion (b) above:

- (i) all **Pollution or Contamination** which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.
- (ii) **Our** liability for all damages, costs fees and expenses under this **Section** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the amount stated in the **Schedule** as the Limit of Liability for this **Section**.
- 7) caused by or arising from advice, design or specification **You** provided for a fee.
- 8) (a) in respect of mental injury, mental anguish or shock or fear of suffering death, **Bodily Injury**, illness or disease arising out of the actual, alleged or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.
- (b) for the costs of management (including those of any persons under any statutory duty to manage), removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.
- 9) for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- 10) arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).
- 11) for the amount stated in the **Schedule** as being the **Excess** for this **Section** which shall apply in respect of each and every claim. Such amount shall be contributed by **You** or any party entitled to cover under this Policy before **We** assume any responsibility to make a payment for any claim hereunder. This exclusion will not apply to claims in respect of **Damage** to premises including their fixtures and fittings leased, rented or hired to **You**.
- 12) out of the use of any oxy-acetylene or electric welding or power driven cutting or grinding equipment or other spark emitting equipment or any blow lamp or blow torch or other equipment producing a naked flame away from **Your** premises.
- 13) in respect of wrongful arrest, wrongful detention, false imprisonment or malicious prosecution.

Conditions

1) Claims Notification

In the event of an occurrence which may give rise to a claim under this **Section**:

You will:

- (a) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Important Information Statements near the beginning of this Policy.
- (b) provide all additional information **We** may require within the time stipulated by **Us**.
- (c) forward unanswered to **Us** immediately they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- (d) give immediate notice in writing to **Us** of any impending prosecution, inquest or fatal accident inquiry.
- (e) at all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
- (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury** and **Damage to Property**.
- (g) give immediate notice in writing to **Us** if **You** become aware of any Safety, Health and Welfare at Work incident involving any person which may result in a claim hereunder.

2) Conduct and Control

It is a condition of this **Section** that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

We shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

3) Discharge of Liability

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this **Section** (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which **We** may be responsible incurred prior to such payment.

Extensions

The terms, General Conditions and General Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies.

1) Buildings Temporarily Occupied

Exclusion 5) (b) to this **Section** shall not apply to liability for **Damage** to Buildings including contents therein which are not owned leased or rented by **You** but are temporarily occupied by **You** for the purpose of maintenance, alteration, extension, installation or repair.

2) Cross Liabilities

If the **Insured** comprises more than one party **We** will provide cover to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be covered.

3) Defective Premises Act

The cover provided by this **Section** shall extend to apply in respect of liability arising in connection with any premises previously owned or occupied by **You** for purposes pertaining to **Your Business** and which have since been disposed of by **You** provided that **We** shall not provide cover for liability:

- (a) for which cover is provided by any other insurance.
- (b) for the costs of remedying any defect or alleged defect in such Premises.

4) Leased or Rented Premises

Exclusion 5) (b) to this **Section** shall not apply to liability for **Damage** to premises including their fixtures and fittings leased or rented to **You** provided that **We** shall not provide cover for:

- (a) **Contractual Liability**.
- (b) the first €500 of each and every occurrence of **Damage** to premises caused other than by fire or explosion.

5) Motor Contingent Liability

Notwithstanding Exclusion 2) (c) to this **Section** **We** will cover **You** (and no other person for the purpose of this extension) for **Your** legal liability for **Bodily Injury** or **Damage** to **Property** caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by **You** being used in the course of **Your Business** provided that **We** shall not provide cover for liability:

- (a) in respect of **Damage** to any such vehicle or trailer or **Property** conveyed therein or thereon.
- (b) for which cover is provided by any other insurance.
- (c) caused or arising whilst such vehicle or trailer is:
 - (i) engaged in racing, pace-making, reliability trials or speed testing.
 - (ii) being driven by **You**.

- (iii) being driven with **Your** general consent or the consent of **Your** representative by any person who to **Your** knowledge or the knowledge of such other representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (iv) used elsewhere other than within the **Territorial Limits**.

6) Motor Vehicles

Exclusion 2) (c) to this **Section** shall not apply to liability caused by or arising from:

- (a) the use of plant as a tool of trade at **Your** premises or on any site at which **You** are working.
- (b) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle.
- (c) **Damage** to any building, bridge, weighbridge, road or to anything beneath caused by vibration or by the weight of any vehicle or its load provided that **We** shall not provide cover for liability:
 - (i) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.
 - (ii) for which cover is provided by any other insurance.

7) Overseas Personal Liability

We will cover **You** or at **Your** request:

- (a) any director, partner or **Employee** of **Your Business**
- (b) any spouse or child of **Yours** or of any of the persons stated in (a) above who are accompanying **You** or such persons for legal liability incurred by **You** or such persons in a personal capacity in a country outside of the **Territorial Limits** whilst on a temporary visit to such country in connection with **Your Business** provided that:
 - (i) any person entitled to cover under this extension shall as though they were **You** be subject to the terms, Conditions and Exclusions of this Policy insofar as they can apply.
 - (ii) nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be covered.
- (iii) **We** shall not provide cover for:
 - (A) **Contractual Liability**.
 - (B) liability for which cover is provided by any other insurance.
 - (C) liability in respect of **Damage** to **Property** belonging to or in the custody of or under the control of any person entitled to cover under this extension.
 - (D) liability in respect of **Bodily Injury** to any person entitled to cover under this extension.
 - (E) liability caused by or arising from:
 - (I) the ownership or occupation of land or buildings.
 - (II) the carrying on of any business, profession trade or employment.
 - (III) the ownership, possession or use of animals other than horses or domestic dogs or cats.

8) Work Overseas

The cover provided under this **Section** shall extend to apply in respect of **Your** legal liability caused by or arising from:

- (a) work being undertaken on a temporary basis by **You** or **Your Employee(s)** within any country outside of the **Territorial Limits** which is a member of the European Union
 - (b) non-manual work being undertaken on a temporary basis by **You** or **Your Employee(s)** within any country outside of the **Territorial Limits** and not a member of the European Union
- provided **You** or **Your Employee(s)** are ordinarily resident within the **Territorial Limits**.

SECTION 13 - PRODUCTS LIABILITY

The Cover

We will cover **You** for **Your** legal liability for accidental:

- 1) **Bodily Injury** to any person
- 2) **Damage to Property**

occurring during the **Period of Insurance** anywhere in the world and caused by or arising from any **Product Supplied**.

Limit of Liability

Our limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence and in the aggregate in respect of all occurrences during any one **Period of Insurance** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

Exclusions

We shall not provide cover for liability:

- 1) in respect of **Bodily Injury** to any **Employee** arising out of and in the course of employment by **You** in connection with **Your Business**.
- 2) in respect of **Damage** to or the costs or expenses of recalling, repairing, replacing, altering, removing or making any refund in respect of any **Product Supplied** caused by or arising from:
 - (a) any defect in or the harmful nature of or the unsuitability for its intended purpose of such **Product Supplied**.
 - (b) an error or fault in connection with the sale supply or presentation of such **Product Supplied**.
- 3) caused by or arising from any **Product Supplied** whilst in **Your** custody or under **Your** control or the control of any **Employee**.
- 4) caused by or arising from any **Product Supplied** which to **Your** knowledge is for:
 - (a) use in or on any aircraft or aerospace device.
 - (b) aviation or aerospace purposes.
 - (c) use in the safety or navigation of marine craft of any sort.
- 5) caused by or arising from any **Product Supplied** which to **Your** knowledge is for use in or supply to the United States of America or Canada.
- 6) arising from **Contractual Liability** other than liability arising out of a condition or warranty of goods implied by law but **We** shall not in any event provide cover in respect of liquidated damages or liability under any penalty clause.
- 7) in respect of **Pollution or Contamination** occurring:
 - (a) within the United States of America or Canada.
 - (b) elsewhere than within the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **Period of Insurance**.

Provided that in respect of any liability for which cover is not excluded under exclusion (b) above:

- (i) all **Pollution or Contamination** which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.
 - (ii) **Our** liability for all damages, costs fees and expenses under this **Section** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the amount stated in the **Schedule** as the Limit of Liability for this **Section**
- 8) caused by or arising from advice, design or specification **You** provided for a fee.
 - 9) (a) in respect of mental injury, mental anguish or shock or fear of suffering death, **Bodily Injury**, illness or disease arising out of the actual, alleged or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.

- (b) for the costs of management (including those of any persons under any statutory duty to manage), removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.
- 10) for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- 11) arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).
- 12) for the amount stated in the **Schedule** as being the **Excess** for this **Section** which shall apply in respect of each and every claim. Such amount shall be contributed by **You** or any party entitled to cover under this Policy before **We** assume any responsibility to make a payment for any claim hereunder.

Conditions

1) Claims Notification

In the event of an occurrence which may give rise to a claim under this **Section**:

You will:

- (a) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Important Information Statements near the beginning of this Policy.
- (b) provide all additional information **We** may require within the time stipulated by **Us**.
- (c) forward unanswered to **Us** immediately they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- (d) give immediate notice in writing to **Us** of any impending prosecution, inquest or fatal accident inquiry.
- (e) at all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
- (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury** and **Damage to Property**.
- (g) give immediate notice in writing to **Us** if **You** become aware of any Safety, Health and Welfare at Work incident involving any person which may result in a claim hereunder.

2) Conduct and Control

It is a condition of this **Section** that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

We shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

3) Discharge of Liability

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this **Section** (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which **We** may be responsible incurred prior to such payment.

Extensions

The terms, General Conditions and General Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies.

1) Cross Liabilities

If the **Insured** comprises more than one party **We** will provide cover to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be covered.

EXTENSIONS TO SECTIONS 11, 12 and 13

The terms, Conditions and Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extensions the **Section** Limit of Liability applies.

These extensions apply to the Employers' Liability, Public Liability and Products Liability **Sections** (where those **Sections** are specified in the **Schedule** as being included) to the extent specified below.

1) Additional Activities

We will provide cover in respect of **Your** legal liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to **Your Business**:

- (a) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of **Your Employees** and fire or security or first aid and ambulance services.
- (b) the ownership, repair, maintenance and decoration of **Your** premises.
- (c) private work carried out by any **Employee** with **Your** consent for any director or partner of **Yours**.
- (d) participation in exhibitions, trade fairs, conferences and the like.
- (e) sponsorship of events or organisations or entities or individuals.
- (f) repair, maintenance or servicing of **Your** own mechanically propelled vehicles.
- (g) provision of gifts and promotional material.

2) Consumer Protection Act 2007 and Consumer Rights Directive

We hereby agree to cover **You** under the Public Liability and Products Liability **Sections** for:

- (a) costs and expenses incurred with **Our** written consent
- (b) costs and expenses awarded against **You**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under the Consumer Protection Act 2007 and similar legislation under the Consumer Rights Directive which occurs during the **Period of Insurance** and where the circumstances of the alleged offence may be the subject of cover under this Policy.

We shall not provide cover:

- (a) for any fines or penalties imposed on **You**.
- (b) for the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
- (c) where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made.

3) Costs of Court Attendance

If any of the under mentioned persons attend court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to cover under this Policy **We** will reimburse **You** at the following rates per day for each day on which attendance is required:

- (a) any of **Your** directors or partners €500.
- (b) any **Employee** €250.

4) Data Protection Act 2018

We will cover **You** for claims arising under Article 82 of Regulation (EU) 2016/679 (the “General Data Protection Regulation” or the “GDPR”) and equivalent provision under the Data Protection Act 2018 or any subsequent legislation amending revising or replacing such act in respect of:

- (a) compensation payable for damage or distress under the Act including claimant’s costs and expenses
- (b) defence costs in relation to any prosecution or investigation brought under the Act in relation to a claim made by an **Employee**

provided that:

- (a) **You** have registered under the Act or commenced the process of registration and **Your** application has not been refused or withdrawn.
- (b) **We** shall not provide cover for:
 - (i) the payment of fines or penalties.
 - (ii) the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
 - (iii) the cost of replacing, reinstating, rectifying or erasing any data.
 - (iv) liability arising as a result of **Your** provision of the services of a computer bureau.
 - (v) liability arising from the recording or provision of data for reward or for determining the financial status of any person.
 - (vi) liability that arises as a result of a deliberate act or omission by **You** or by persons acting on **Your** behalf which will knowingly or could reasonably have been expected by **You** or those acting on **Your** behalf to result in a liability or the committing of an offence under the Act.
 - (vii) liability for which **You** are entitled to cover under any other insurance.

Nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made.

5) Defence Costs and Expenses

We shall provide cover in respect of all costs and fees and expenses incurred with **Our** prior written consent in the defence or settlement of any claim for which cover is provided by this insurance including legal expenses:

- (a) arising out of representation at any coroner’s inquest or fatal accident enquiry
- (b) arising out of the defence of any proceedings in any court in respect of matters which may form the subject of cover under this insurance including the defence of any charge of manslaughter

provided that:

- (i) the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.
- (ii) **We** shall not be liable for any fines or penalties imposed as a consequence of any such prosecution.

Any consent given by **Us** in relation to incurring defence costs shall cease if opinion is obtained from instructed solicitors or counsel stating that any of the following apply:

- (I) there is no reasonable prospect of a defence to a prosecution relating to (a) or (b) above.
- (II) the defence of any such prosecution ceases to be relevant to the defence of any claim for damages for which cover is provided by this insurance.
- (III) the prosecution relates to a deliberate act or omission that is intended to cause **Bodily Injury**.

Depending upon which **Section** the claim for damages is being made, defence costs as provided for above:

- (A) are included within the amount stated in the **Schedule** as the Limit of Liability for the Employers’ Liability **Section**.
- (B) will be payable in addition to the amounts stated in the **Schedule** as the Limit of Liability for the Public Liability **Section** and the Products Liability **Section**.

In respect of the Public Liability and Products Liability **Sections**, if a payment exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim attaches has to be made by **You** to dispose of the claim **Our** liability to pay any defence costs in connection therewith shall be limited to such proportion of the defence costs as the Limit of Liability bears to the amount paid to dispose of the claim.

6) Cover for Other Persons

We will also provide cover as if a separate Policy had been issued:

- (a) to **Your** legal personal representatives or the legal personal representatives of any other person entitled to cover under this Policy but only in respect of liability incurred by **You** or such other person
- (b) to any **Principal** but only to the extent required by the contract for work and which arises solely out of the work performed for the **Principal** by **You** or on **Your** behalf but not any **Principal** who is located within the United States of America or Canada.
- (c) to any owner of plant hired to **You** but only to the extent required by the conditions of the contract of hire and not to any such owner who is located within the United States of America or Canada
- (d) at **Your** request to:
 - (i) any officer or member of **Your** catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of **Your Employees** and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided
 - (ii) any director or partner or **Employee** of **Yours** while acting in connection with **Your Business** in respect of liability for which **You** would be entitled to cover under this Policy if the claim for which cover is being sought had been made against **You**

provided that:

- (i) any persons specified above shall as though they were **You** be subject to the terms Conditions and Exclusions of this Policy in so far as they can apply.
- (ii) nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made regardless of the number of persons claiming to be covered.

7) Food Safety Authority of Ireland Act 1998 and Food Safety Regulations

We hereby agree to cover **You** under the Public Liability and Products Liability **Sections** for:

- (a) costs and expenses incurred with **Our** written consent.
- (b) costs and expenses awarded against **You**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under the Food Safety Authority of Ireland Act 1998 and similar legislation under the European Community (General Product Safety) Regulations 2004 or Hygiene of Foodstuffs Regulation (EC) No. 852/2004 or any subsequent legislation amending revising or replacing such act which occurs during the **Period of Insurance** and where the circumstances of the alleged offence may be the subject of cover under this Policy.

We shall not provide cover:

- (a) for any fines or penalties imposed on **You**.
- (b) for the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
- (c) where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made.

8) Safety, Health and Welfare at Work Act 2005

We hereby agree to cover **You** for:

- (a) costs and expenses incurred with **Our** written consent.
- (b) costs and expenses awarded against **You** or a director or **Employee of Yours**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a 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 or the Safety, Health and Welfare at Work (Construction) Regulations 2013 or European Council Directive 92/57/EEC or equivalent safety legislation of the Republic of Ireland.

We shall not provide cover:

- (a) for any fines or penalties imposed on **You**.
- (b) for the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
- (c) where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made.

9) **Manslaughter and Culpable Homicide**

We hereby agree to cover **You** for:

- (a) costs and expenses incurred with **Our** written consent
- (b) costs and expenses awarded against **You** or a director or **Employee of Yours**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence occurring during the **Period of Insurance**:

- (a) of manslaughter or culpable homicide or
- (b) of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 and where the circumstances of the alleged offence may be the subject of indemnity under this Policy

We shall not provide cover:

- (a) for any fines or penalties imposed on **You**.
- (b) for the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
- (c) where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made.

SECTION 14 – PERSONAL ACCIDENT

Definitions

In this **Section**:

Accident:

means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the **Period of Insurance**.

Bodily Injury:

means injury caused by:

- (a) accidental, violent, external, and visible means.
- (b) exposure to the elements following a misfortune to any aircraft vessel or vehicle in which an **Insured Person** is travelling excluding any illness or disease.

Insured Person:

means any of **Your** principals, partners, proprietors and directors.

Loss of Limb:

means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm or leg.

Permanent Total Disablement:

means disablement which entirely prevents the **Insured Person** from attending to their usual business or occupation and which lasts continuously for 52 weeks and which at the end of that period is without prospect of improvement.

Temporary Partial Disablement:

means disablement which prevents the **Insured Person** from attending to a substantial part of their business or occupation.

Temporary Total Disablement:

means disablement which entirely prevents the **Insured Person** from attending to their business or occupation.

(these definitions apply to this **Section** wherever the words appear starting with an upper case letter and printed in bold except where otherwise stated)

The Cover

If any **Insured Person** solely and independently of any other cause suffers **Bodily Injury** as a result of an **Accident** occurring during the **Period of Insurance** and while the **Insured Person** is engaged in **Your Business** activities only (including while the **Insured Person** is taking a lunch-break as part of the **Insured Person's** normal working day, but excluding commuting to and from the **Insured Person's** place of work and normal place of residence), **We** will pay the benefits stated in the **Schedule** applicable to this **Section** provided that such **Bodily Injury** occurs within 12 months of the incident.

Exclusions

We shall not pay for:

- 1) the first 7 days of each and every temporary disablement.
- 2) **Bodily Injury** resulting from an **Insured Person** taking part in or practising for:
 - (a) flying and aerial activities of any kind other than as a fare paying passenger in a properly certified multi-engine passenger carrying aircraft or helicopter flown in the course of licensed operations.
 - (b) racing of any kind.
- 3) **Bodily Injury** resulting from the use by an **Insured Person** of:
 - (a) a motorcycle (as driver or passenger) other than under 250 c.c. and when the driver is duly qualified and is in possession of a current Irish driving licence and both driver and passenger wear safety helmet(s) and appropriate clothing.

- (b) any kind of power tools.
- 4) **Bodily Injury** arising from:
- (a) any pre-existing defect, infirmity, medical condition or chronic or recurring ailment of which an **Insured Person** is aware or could reasonably be expected to have been aware
 - (b) sickness or disease
 - (c) any naturally occurring or degenerative condition.
 - (d) any gradually operating cause or Post traumatic stress disorder, psychological or psychiatric condition not occurring as a direct result of **Bodily Injury** sustained as a result of an **Accident** occurring during the **Period of Insurance** and while the **Insured Person** is engaged in **Your Business** as provided for in "The Cover" above.
- 5) **Bodily Injury** sustained while under the influence of or due wholly or partly or directly or indirectly to the taking of alcohol or drugs other than drugs taken as directed and prescribed by a qualified registered medical practitioner but not for the treatment of drug addiction.
- 6) an **Insured Person** committing or attempting to commit suicide or being in a state of insanity.
- 7) self inflicted **Bodily Injury** or deliberate exposure to exceptional danger unless in an attempt to save human life.
- 8) **Bodily Injury** sustained by any **Insured Person** under 16 or over 65 years of age at the commencement of the **Period of Insurance**.
- 9) **Bodily Injury** resulting solely in the inability to take part in sports or pastimes.
- 10) **Bodily Injury** resulting from an **Insured Person's** own criminal act or taking part in civil commotion.
- 11) **Bodily Injury** resulting from war, whether war be declared or not, hostilities or any act of war or civil war; radioactive contamination, explosion of war weapons, or the utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction howsoever these may be distributed or combined.
- 12) Terrorist activity.
- 13) For the purpose of exclusions 11) and 12);
- (a) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
 - (b) Utilisation of Nuclear Weapons of Mass Destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
 - (c) Utilisation of Chemical Weapons of Mass Destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals.
 - (d) Utilisation of Biological Weapons of Mass Destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.
- 14) **Bodily Injury** caused or contributed by Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) howsoever these have been acquired or may be named.

Conditions

- 1) (a) Claims shall not be payable under more than one of benefits 1) to 4) in respect of the same **Bodily Injury** or the same period of disablement.
- (b) payment may be made under benefits 5) or 6) for any period prior to payment being made under benefits 2) to 4) provided that the amount already paid under benefits 5) or 6) shall be deducted from the payment due under benefits 2) to 4).

After a claim has been paid under one of benefits 1) 2) 3) or 4) **We** shall be under no further liability in respect of the **Insured Person**.

The total sum payable under this Policy in respect of any one or more **Accidents** to the **Insured Person** shall not exceed in all the largest benefit under any one of the benefits specified in the **Schedule** for this **Section**.

- 2) Benefit 4) shall be payable only on certification by a medical referee of **Permanent Total Disablement** as defined and not before the expiry of 52 consecutive weeks disablement.
- 3) Benefits 5) or 6) shall be payable up to but not exceeding in all 52 weeks in respect of any period(s) of disablement resulting from any one **Bodily Injury** and shall be paid at the end of any period of disablement or at the **Insured Person's** request at periodic intervals of not less than 4 weeks.
- 4) The **Insured Person** shall take all practical steps to minimise any **Bodily Injury**.
- 5) The **Insured Person** shall as often as required and at **Our** expense submit to examination by a medical practitioner of **Our** choice.
- 6) **We** shall be entitled to a post mortem examination at **Our** own expense in the event of the death of an **Insured Person**.
- 7) This **Section** is not assignable and the receipt of the **Insured Person** or their legal representatives shall be a valid discharge of **Our** liability.
- 8) **You** must inform **Us** in writing as soon as possible if other insurance (other than temporary travel) against **Bodily Injury** is effected on behalf of an **Insured Person**.
- 9) If the **Insured Person** makes a fraudulent claim under this Policy **We** shall not be liable to pay the **Insured Person** any sums in respect of the fraudulent claim. **We** may recover from the **Insured Person** any sums that **We** have already paid to the **Insured Person** in respect of the fraudulent claim. **We** may by notice to the **Insured Person** treat this Policy in respect of the **Insured Person** as terminated with effect from the date of the fraudulent act.
- 10) Previous Disability Clause

It is hereby understood and agreed that, if the consequences of an **Accident** shall be aggravated by any physical disability or condition of the **Insured Person** which existed before the **Accident** occurred the amount of any compensation payable under this Policy in respect of the consequences of the **Accident** shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated. This clause shall not apply if the disability or condition had been with-out the necessity of medical consultation or treatment for 24 consecutive months prior to the date of the claim.

11) Claims Procedure

Notice must be given to **Us** as soon as reasonably practicable of any **Accident** which causes or may cause a claim within the meaning of this Insurance, and the **Insured Person** must as early as possible seek the attention of a duly qualified medical practitioner. Notice must be given to **Us** as soon as reasonably practicable in the event of the death of the **Insured Person** resulting or alleged to result from an **Accident**.

All claims under this insurance should be notified to **Us** using one of the methods described in the Important Information Statements at the beginning of this Policy.

All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by **Us** or on **Our** behalf and such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the **Insured Person**.

SECTION 15 – LEGAL EXPENSES

Insuring Clause

We agree to provide the insurance described in this **Section** for **You** (or where specified, the **Insured Person**) in respect of any insured incident shown as operative in the **Schedule** and arising in connection with the **Business**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this **Section**, provided that:

- 1) **Reasonable Prospects** exist for the duration of the claim
- 2) the **Date of Occurrence** of the insured incident is during the **Period of Insurance**
- 3) any legal proceedings will be dealt with in the **Countries Covered** by:
 - a court; or
 - any other body which **We** agree to, and
- 4) the insured incident happens within the **Countries Covered**.

What the Insurer will pay

The **Insurer** will pay an **Appointed Representative**, on **Your** behalf, **Costs and Expenses** incurred following an insured incident, and any employment financial compensation awards that **We** have agreed to, provided that:

- 1) the most the **Insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause, for **Costs and Expenses** and employment compensation awards claims, is shown as the limit of indemnity in **Schedule**
- 2) the most the **Insurer** will pay for the total of all employment financial compensation awards payable by **Us** shall not exceed €1,500,000 in any one **Period of Insurance**
- 3) the most the **Insurer** will pay in **Costs and Expenses** is no more than the amount the **Insurer** would have paid to a **Preferred Law Firm**. The amount the **Insurer** will pay a law firm (where acting on **Your** behalf) is currently €150 per hour. This amount may vary from time to time
- 4) in respect of an appeal or the defence of an appeal, **You** must tell **Us** as soon as possible and within the statutory time limits allowed that **You** want to appeal. Before the **Insurer** pay the **Costs and Expenses** for appeals, **We** must agree that **Reasonable Prospects** exist
- 5) for an enforcement of judgment to recover money and interest due to **You** after a successful claim under this policy, **We** must agree that **Reasonable Prospects** exist
- 6) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the **Insurer** will pay in **Costs and Expenses** is the value of the likely award
- 7) in respect of insured incident **2 Legal Defence** 6 (attendance expenses) the maximum the **Insurer** will pay is the **Insured Person's** net salary or wages for the time that the **Insured Person** is absent from work less any amount **You**, the court or the Workplace Relations Commission pays
- 8) in respect of insured incident **7 Bodily Injury** the **Insurer** will pay the application fee required by the **Personal Injuries Assessment Board (PIAB)**.

What the Insurer will not pay

- 1) In the event of a claim, if **You** decide not to use the services of a **Preferred Law Firm**, **You** will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by the **Insurer**.
- 2) The first €600 of **Costs and Expenses** – (a) legal costs of any contract dispute claim unless the dispute is to be dealt with under the Small Claims Court procedure.

Definitions to the Legal Expenses Section

Wherever the following words appear in this **Section** they will have the meanings shown below.

Appointed Representative

means the **Preferred Law Firm**, law firm, accountant or other suitably qualified person **We** appoint to act on the **Insured Person's** behalf.

ARAG Standard Terms of Appointment

means the terms and conditions (including the amount **We** will pay to an **Appointed Representative**) that apply to the relevant type of claim, which could include a no win, no fee agreement. Where a law firm is acting on **Your** behalf the amount **We** will pay is currently €150 per hour. This amount may vary from time to time.

Costs and Expenses

means

(a) legal costs

All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **Us** in accordance with the **ARAG Standard Terms of Appointment**.

Also the costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or the **Insured Person** pays them with **Our** agreement.

(b) accountant's costs

All costs reasonably incurred by the **Appointed Representative** in accordance with **Our** claims handling instructions.

(c) attendance expenses

In the event of the **Insured Person's** absence from work, attendance expenses to perform jury service or to attend any court or Workplace Relations Adjudication at the request of the **Appointed Representative**. The maximum **We** will pay is the **Insured Person's** net salary or wages for the time that the **Insured Person** is absent from work less any amount **You** have paid them, or the court or the Workplace Relations Commission, has paid or awarded them.

Countries Covered

means

(a) For insured incidents **2 Legal Defence** (excluding 4) (Statutory Notice appeals)), and **7 Bodily Injury**

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

(b) For all other insured incidents

The Republic of Ireland.

Date of Occurrence

means

(a) For civil cases (other than as specified under (c) to (e) below) the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **Date of Occurrence** is the date of the first of these events (this is the date the event happened, which may be before the date **You** or an **Insured Person** first became aware of it.)

(b) For criminal cases, the date the **Insured Person** began, or is alleged to have begun, to break the law.

(c) For insured incident **3 Statutory Licence Appeal**, the date when **You** first became aware of the notice of intention or proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **Your** licence.

(d) For insured incident **8 Tax Protection**

(a) the date when the **Insured Person** is notified in writing of the intention to carry out a **Full Revenue Audit**;

(b) and (c) the date when the relevant authority sends an assessment or written decision to **You** following a **Single Head Revenue Audit**.

(e) For insured incident **2 Legal Defence 4** (Statutory Notice appeals), the date when the **Insured Person** is issued with the relevant notice and has the right to appeal.

Full Revenue Audit

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

Insured Person

means **You** and the directors, partners, managers, employees and any other individuals declared to **Us** by **You**. Please note this Policy will only cover an **Insured Person** in respect of an insured incident arising in direct connection with the activities of the **Business**. It does not cover an **Insured Person's** interest in any other business, commercial enterprise, trade or profession.

Insurer

means ARAG Insurance Company Limited - a Branch of ARAG Allgemeine Versicherungs-AG.

Personal Injuries Assessment Board (PIAB)

means an independent state body which assesses personal injury compensation.

Preferred Law Firm

means a law firm **We** choose to provide legal or other services. These legal specialists are chosen as they have the proven expertise to deal with the **Insured Person's** claim and must comply with **Our** agreed service standard levels, which **We** audit regularly. They are appointed according to the **ARAG Standard Terms of Appointment**.

Reasonable Prospects

means

- (a) For civil cases, the prospects that the **Insured Person** will recover losses or damages or a reduction in tax or Pay Related Social Insurance Contribution liabilities (or obtain any other legal remedy which **We** have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. **We**, or a **Preferred Law Firm** on **Our** behalf, will assess whether there are **Reasonable Prospects**.
- (b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
- (c) For all civil and criminal appeals the prospects of a successful outcome must be at least 51%.

Single Head Revenue Audit

means an examination by the Revenue Commissioners which considers one specific aspect of **Your** self assessment and/or corporation tax return. This includes a standalone VAT, PAYE/PRSI/USC Single Head audit.

We, Us, Our, ARAG

means ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the **Insurer**, ARAG Insurance Company Limited.

What is Covered under Legal Expenses

1 EMPLOYMENT DISPUTES AND FINANCIAL COMPENSATION AWARDS

(a) Employment Disputes

Costs and Expenses to defend **Your** legal rights:

- 1 prior to the issue of proceedings before a Workplace Relations Adjudicator, court or tribunal following the dismissal of an employee; or
- 2 in legal proceedings in respect of any dispute with
 - (a) an employee, ex-employee or trade union acting on behalf of an employee or ex-employee
 - (b) which arises out of, or relates to, a contract of employment with **You**; or
 - (c) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

Excluding any claim relating to the following:

- (a) Any employment dispute where the originating cause of action arises within the first 90 days of the start of the Policy.

- (b) Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this Policy if the **Date of Occurrence** was within the first 180 days of the start of this Policy and the dispute relates directly to the same matter(s) which gave rise to that warning.
- (c) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the start of the Policy.
- (d) Any claim in respect of damages for personal injury, including stress, bullying and harassment claims and breach of employment contract claims brought as part of the same set of personal injury proceedings before the court, or loss of or damage to property.
- (e) Employee internal disciplinary or grievance procedures.
- (f) Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 1980 and 2000, European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation.
- (g) Any claim arising from or relating to the collective bargaining of terms and conditions of employment brought under the Industrial Relations Acts or any amending legislation.

(b) Employment Financial Compensation Awards

The **Insurer** will pay any financial compensatory award otherwise payable by **You** in respect of a claim **We** have accepted under insured incident **1(a)**:

Provided that:

- (a) in cases relating to performance, grievance or conduct of an employee **You** have sought and followed advice from **Our** legal advice service throughout
- (b) for compensation following **Your** breach of statutory duty under employment legislation **You** have at all times sought and followed advice from **Our** legal advice service since the date when **You** should have known about the employment dispute
- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, but not the redundancy payment itself, **You** have sought and followed advice from **Our** legal advice service prior to serving notice of redundancy
- (d) the compensation is awarded by a Workplace Relations Adjudicator, Employment Appeals Tribunal or the Labour Court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **Us**
- (e) the total amount payable by **Us** for all compensation awards and any sums of money in settlement of a dispute, in aggregate and in any one **Period of Insurance**, shall not exceed €1,500,000.

Excluding any claim relating to the following:

- (a) Any employment financial compensation award relating to the following:
 - trade union activities, trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Works Councils;
 - health and safety related dismissals or any other claims brought under section 27, or alleged contravention of section 27, of the Health Safety and Welfare at Work Act 2005;
 - pregnancy or maternity rights, paternity, parental or adoption rights;
 - civil claims against or statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
- (b) Non-payment of money due under the relevant contract of employment or statutory provision relating to it.
- (c) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 2000 or any amending legislation.
- (d) Claims under the Organisation of Working Time Act where **You** have failed to maintain adequate working time records.
- (e) Any employment financial compensation award or increase in employment financial compensation award relating to failure to comply with a current or previous recommendation made by the Workplace Relations Commission, the Labour Court or a tribunal, including non-compliance with a reinstatement or re-engagement order.
- (f) Any claim in respect of Equal Status legislation.

2 LEGAL DEFENCE

Provided that for each of the following sections of **Legal Defence** cover 1-6 **You** request **Us** to provide cover for the **Insured Person**:

- 1 **Costs and Expenses** to defend the **Insured Person's** legal rights:
 - (a) prior to the issue of legal proceedings when dealing with the
 - Gardaí, or

- Health and Safety Authority and/or regional health boards where it is alleged that the **Insured Person** has or may have committed a criminal offence; or
- (b) following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction.

Provided that:

in so far as proceedings under the Safety, Health and Welfare at Work Act 2005 are concerned, the **Countries Covered** shall be any place where the Act applies.

- 2 **Costs and Expenses** to defend the **Insured Person's** legal rights following civil action taken against them for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **Period of Insurance**.
- 3 **Costs and Expenses** to defend the **Insured Person's** (other than **You**) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of **Your** employees.
- 4 **Costs and Expenses** to defend the **Insured Person's** legal rights in an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **Your Business**.
- 5 **Costs and Expenses:**
 - (a) to defend the **Insured Person's** legal rights if civil action is taken against the **Insured Person** under the Data Protection Act 1988, the Data Protection (Amendment) Act 2003 and the Data Protection Act 2018 (and any legislation which amends, extends, consolidates, re-enacts or replaces the same, including any statutory instruments and regulations that may be made pursuant thereto), when handling personal data in their capacity as a data controller and/or data processor. The **Insurer** will not pay any compensation award in respect of such a claim;
 - (b) to represent the **Business** in appealing against the refusal of the Data Protection Commissioner to register the **Business's** application for registration.

Provided that:

(a) in respect of 5 (a) at the time of the insured incident **You** have registered with the Data Protection Commissioner. Please note **We** will not cover the cost of fines imposed by the Data Protection Commissioner, or any other regulatory and/or criminal body.

- 6 The **Insurer** will pay the **Costs and Expenses** – (c) attendance expenses of an **Insured Person** for jury service or attending any court or tribunal at the request of the **Appointed Representative**.

Excluding any claim relating to

- (a) An **Insured Person** driving without valid motor insurance.
- (b) Any claims arising from parking or obstruction offences.
- (c) Any motor related prosecution where **You** own or have use of more than 6 motor vehicles for the **Business**. Please note these exclusions apply to section 1 of the **Legal Defence** cover.
- (d) An appeal against the imposition or terms of any Statutory Notice issued in connection with **Your** licence.
- (e) A Statutory Notice issued in connection with the **Insured Person's** regulatory or governing body. Please note these exclusions apply to section 4 of the **Legal Defence** cover.
- (f) the loss, alteration, corruption or distortion of, or damage to stored personal data, or a reduction in the functionality, availability, or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism. Please note this exclusion applies to section 5 of the **Legal Defence** cover.

3 STATUTORY LICENCE APPEAL

Costs and Expenses for an appeal to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, altering the terms of, or refusing to renew, or cancelling **Your** licence.

Excluding any claim relating to

- (a) An original application or application for renewal of a statutory licence.
- (b) The ownership, driving or use of a motor vehicle.

4 CONTRACT DISPUTES

Costs and Expenses for a contractual dispute arising from that agreement or that alleged agreement which has been entered into by **You** or on **Your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- (a) the amount in dispute exceeds €300 (excl VAT); or if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed €300 (excl VAT).
- (b) if the dispute relates to money owed to **You**, a claim under the Policy is made within 90 days of the money becoming due and payable.

Excluding

- (a) Any dispute arising from an agreement entered into prior to the start date of this Policy if the date of occurrence was within the first 90 days of the start of this Policy.
- (b) Any claim relating to the following:
 - the settlement payable under an insurance policy (**We** will cover a dispute if **Your Insurer** refuses **Your** claim, but not for a dispute over the amount of the claim);
 - the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **We** will cover a dispute with a professional adviser in connection with these matters;
 - a loan, mortgage, pension, guarantee or any other financial product, and disputes with a professional adviser in connection with these matters;
 - a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles.
- (c) A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **You**. (Please refer to insured incident **1 Employment Disputes And Financial Compensation Awards** if shown as operative in **Your Schedule**.)
- (d) A dispute which arises out of the:
 - sale or provision of computer hardware, software, systems or services; or
 - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **Your** own specification.
- (f) A dispute arising from a breach or alleged breach of professional duty by an **Insured Person**.
- (g) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.
- (h) The first €600 of **Costs and Expenses** – (a) legal costs unless the dispute is to be dealt with under the Small Claims Court procedure.

5 DEBT RECOVERY

Costs and Expenses for a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- (a) the debt exceeds €750 (excl VAT).
- (b) a claim for debt recovery under this Policy is made within 90 days of the money becoming due and payable.
- (c) **We** have the right to select the method of enforcement, or to forego enforcing judgment if **We** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

Excluding

- (a) Any debt arising from an agreement entered into prior to the start of this Policy if the debt is due within the first 90 days of the start of this Policy.
- (b) Any claim relating to the following:
 - the settlement payable under an insurance policy;
 - the sale, purchase, terms of a lease, licence, or tenancy of land or buildings and disputes with a professional adviser in connection with these matters;
 - a loan, mortgage, pension, guarantee or any other financial product and disputes with a professional adviser in connection with these matters;
 - a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles.
- (c) A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.
- (d) The recovery of money and interest due from another party where the other party indicates that a defence exists.
- (e) Any dispute which arises from debts **You** have purchased from a third party.

6 PROPERTY PROTECTION

Costs and Expenses for a civil dispute relating to material property which is owned by **You**, or is **Your** responsibility following:

- (a) any event which causes physical damage to such material property; or
- (b) a legal nuisance (meaning any unlawful interference with **Your** use or enjoyment of **Your** land, or some right over, or in connection with it); or
- (c) a trespass.

Please note **You** must have, or there must be **Reasonable Prospects** of establishing **You** have, the legal ownership or right to the physical property that is the subject of the dispute.

Excluding any claim relating to

- (a) a contract **You** have entered into (please refer to insured incident 4 Contract Disputes if shown as operative in **Your** Schedule);
- (b) goods in transit or goods lent or hired out;
- (c) goods at premises other than those occupied by **You** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **You**;
- (d) mining subsidence;
- (e) defending **Your** legal rights other than in defending a counter-claim;
- (f) a motor vehicle owned or used by, or hired or leased to an **Insured Person** (other than damage to motor vehicles where **You** are in the business of selling motor vehicles);
- (g) the enforcement of a covenant by or against **You**.

7 BODILY INJURY

At **Your** request, **Costs and Expenses** for an **Insured Person's** and their family members' legal rights following a specific or sudden accident which causes the death of, or bodily injury to them. This includes assisting the **Insured Person** (and family member if applicable) through the claims and legal advice service to register their claim with the **Personal Injuries Assessment Board (PIAB)**.

Excluding any claim relating to

- (a) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
- (b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury;
- (c) defending an **Insured Person's** or their family members' legal rights other than in defending a counter-claim;
- (d) a motor vehicle owned or used by, or hired or leased to an **Insured Person** or their family members;
- (e) clinical negligence;
- (f) the cost of obtaining a medical report when registering a claim with the **Personal Injuries Assessment Board (PIAB)**.

8 TAX PROTECTION

(a) Revenue Audits

Costs and Expenses – (b) accountant's costs in respect of a **Full Revenue Audit** carried out by the Revenue Commissioners into **Your** Business Accounts, and represent **You** in any subsequent appeal proceedings following the **Full Revenue Audit**;

(b) Employers' Compliance

Costs and Expenses – (b) accountant's costs to represent **You** in any appeal proceedings in respect of a dispute concerning **Your** compliance with Pay As You Earn or Social Insurance Contribution Regulations following a **Single Head Revenue Audit** by the Revenue Commissioners or The Department of Social Community and Family Affairs;

(c) VAT Disputes

Costs and Expenses – (b) accountant's costs to represent **You** in any appeal proceedings following a **Single Head Revenue Audit** carried out by the Revenue Commissioners in respect of Value Added Tax due.

Provided that:

- (a) for all insured incidents, **You** have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- (b) **You** and the **Appointed Representative** comply with **Our** claims handling instructions throughout the course of the claim.

Please note **We** will only cover tax claims which arise in direct connection with the activities of the **Business**.

Excluding any claim relating to

- (a) A **Single Head Revenue Audit** in respect of Value Added Tax, Pay As You Earn/Social Insurance Contribution Regulations/Universal Social Charge.
- (b) Any claim arising from a tax avoidance scheme.
- (c) Any claim caused by **Your** failure to register for Value Added Tax.
- (d) Any claim relating to an investigation or enquiry by the Revenue Commissioners into **Your** alleged dishonesty or **Your** alleged criminal activities.
- (e) Reviews conducted by the Revenue Commissioners as part of its review programmes.

HOW WE DEAL WITH TAX PROTECTION CLAIMS

(A Step By Step Guide to **Your** Tax Claim)

Your business is required by law to submit accounts and pay tax to the Revenue Commissioners. This Policy will pay **Your** accountant's costs as specified in the Policy Schedule if the Revenue Commissioners carry out a **Full Revenue Audit** of **Your** business accounts provided that these guidelines are followed.

Please Note: **Single Head Revenue Audits** in respect of VAT, PAYE or Social Insurance Regulations are not covered under this Policy.

Notifying Us of **Your** claim

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

Handling **Your** claim

- (1) ARAG tax protection covers the cost of representing **You** in a **Full Revenue Audit** and in any appeal proceedings in respect of a Revenue Audit as specified in the Policy Schedule.
- (2) Once **We** have accepted **Your** claim and have arranged for an **Appointed Representative** to deal with it **We** will agree with the **Appointed Representative** what work is to be carried out on **Your** behalf and the fees that are to be covered under **Your** Policy.
If it is not possible to agree a budget with the **Appointed Representative**, **We** reserve the right to limit the sum payable under the Policy to an amount that is necessary and reasonable in the circumstances.
- (3) The Revenue Commissioners will request information about **Your** accounts. The **Appointed Representative** will prepare this information. They may also be required to meet with the Revenue. **Your** Policy will cover the cost of any necessary meetings provided that **We** have consented to **Your** accountant attending. If it is not possible to negotiate a settlement with the Revenue Commissioners and **You** wish to appeal against the tax demanded **We** will pay for the **Appointed Representative** to represent **You** in appeal proceedings provided that reasonable prospects exist.
- (4) If at any time during the **Full Revenue Audit** the level of fees that **We** have agreed with the **Appointed Representative** is expected to change **We** must be informed of any additional work considered necessary and
- (5) agree in advance any additional fees to be paid under **Your** Policy.

When **We** cannot help

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

Settling **Your** claim

We will tell the **Appointed Representative** about how **We** will settle their invoice when the audit has been completed. Conditions precedent to tax protection claims

Other types of tax protection claims

Disputes arising from Employers' compliance with PAYE or PRSI contributions following a single head revenue audit by the Revenue Commissioners or Department of Social Community and Family Affairs; and appeals in relation to VAT assessments following a **Single Head Revenue Audit** are also covered by **Your** ARAG Commercial Legal Protection Policy.

If **You** need to notify **Us** of a claim that arises from either of these circumstances please follow the instructions outlined in (1) and (2) above 'Notifying **Us** of **Your** claim'. **We** will adopt a similar approach when dealing with these claims as for Revenue Audits (refer to paragraphs (1) to (4) above 'Handling **Your** claim') although the actual work carried out by the **Appointed Representative** will differ. Please note **We** cannot cover disputes with the Revenue Commissioners that result from **Your** failure to register **Your** business for VAT.

Exclusions to the Legal Expenses Section

The **Insurer** will not pay for:

- 1 **Late reported claims** Any claim reported to **Us** more than 180 days after the date the **Insured Person** should have known about the insured incident.
- 2 **Costs We have not agreed Costs and Expenses** incurred before the written acceptance of a claim by **Us**.
- 3 **Court awards and fines** Fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incident 1(b) Employment Financial Compensation Awards.
- 4 **Intellectual property rights** Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 5 **Franchise or agency agreements** Any claim relating to rights under a franchise or agency agreement entered into by **You**.
- 6 **Deliberate acts** Any insured incident deliberately or intentionally caused by an **Insured Person**.
- 7 **A dispute with ARAG** A dispute with **Us** or the **Insurer** not otherwise dealt with under policy condition 7).
- 8 **Shareholding or partnership disputes** Any claim relating to a shareholding or partnership share in the business shown in the Policy Schedule.
- 9 **Judicial reviews, inquests, inquiries and injunctions Costs and Expenses** arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions.
- 10 **Nuclear, war and terrorism risks** Any claim caused by, contributed to by or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Criminal Justice (Terrorist Offences) Act 2005;
 - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 11 **Legal action We have not agreed to** Legal action an **Insured Person** takes which **We** or the **Appointed Representative** have not agreed to, or where the **Insured Person** does anything that hinders **Us** or the **Appointed Representative**.
- 12 **Defamation** Any defamation claim brought by or against **You** or an **Insured Person**.
- 13 **Bankruptcy** Any claim where either at the start of, or during the course of a claim:
 - a. **You** are declared bankrupt
 - b. **You** have filed a bankruptcy petition
 - c. **You** have filed a winding-up petition
 - d. **You** have made an arrangement with **Your** creditors
 - e. **You** have entered into a deed of arrangement
 - f. **You** are in liquidation
 - g. part or all of **Your** affairs or property are in the care or control of a receiver or administrator.
- 14 **Calendar date devices** Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 15 **Excess claims Costs and Expenses** arising from or relating to an insured incident also covered by another policy where the claim under this Policy is for the excess applied under the other policy.

Special Conditions to the Legal Expenses Section

1 Your Representation

- (a) On receiving a claim, if representation is necessary, **We** will appoint a **Preferred Law Firm**, or in-house lawyer as **Your Appointed Representative** to deal with **Your** claim. They will try to settle **Your** claim by negotiation without having to go to court.
- (b) If the appointed **Preferred Law Firm** or **Our** in-house lawyer cannot negotiate settlement of **Your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **You** may choose a law firm or tax expert to act as the **Appointed Representative**. **We** will choose the **Appointed Representative** to represent **You** in any proceedings where **We** are liable to pay a compensation award.
- (c) If **You** choose a law firm as **Your Appointed Representative** who is not a **Preferred Law Firm**, **We** will give **Your** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm**. However if they refuse to act on this basis, the most **We** will pay is the hourly amount the **Insurer** would have paid if they had agreed to the **ARAG Standard Terms of Appointment**. The amount the **Insurer** will pay a law firm (where acting on **Your** behalf) is currently €150 per hour. This amount may vary from time to time.
- (d) The **Appointed Representative** must co-operate with **Us** at all times and must keep **Us** up to date with the progress of the claim.

2 Your Responsibilities

An **Insured Person** must:

- (a) co-operate fully with **Us** and the **Appointed Representative**;
- (b) give the **Appointed Representative** any instructions that **We** ask them to.

3 Offers to Settle a Claim

- (a) An **Insured Person** must tell **Us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **Our** written consent.
- (b) If an **Insured Person** does not accept a reasonable offer to settle a claim, the **Insurer** may refuse to pay further **Costs and Expenses**.
- (c) The **Insurer** may decide to pay an **Insured Person** the reasonable value of the claim that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow **Us** to take over and pursue or settle a claim in their name. An **Insured Person** must allow **Us** to pursue at **Our** own expense and for **Our** benefit, any claim for compensation against any other person and an **Insured Person** must give **Us** all the information and help **We** need to do so.

4 Assessing and Recovering Costs

- (a) An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **We** ask for this.
- (b) An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that the **Insurer** have to pay and must pay the **Insurer** any amounts that are recovered.

5 Cancelling an Appointed Representative's Appointment

If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Representative**.

6 Withdrawing Cover

- (a) If an **Insured Person** settles a claim or withdraws their claim without **Our** agreement, or does not give suitable instructions to the **Appointed Representative**, the cover **We** provide will end at once and **We** will be entitled to reclaim any **Costs and Expenses** paid by the **Insurer**.
- (b) If during the course of a claim **Reasonable Prospects** no longer exist the cover **We** provide will end at once. The **Insurer** will pay any **Costs and Expenses** and compensation awards, **We** have agreed to, up to the date cover was withdrawn.

7 Disputes

If there is a disagreement between an **Insured Person** and **Us** about the handling of a claim and it is not resolved through **Our** internal complaints procedure and **You** are a small business the **Insured Person** can contact the Financial Services and Pensions Ombudsman (FSPO) for help. Details available from www.fspo.ie. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by the **Insured Person** and **Us**. If there is a disagreement over the choice of arbitrator, **We** will ask the Chartered Institute of Arbitrators to decide.

8 Expert Opinion

We may require the **Insured Person** to get, at their own expense, an opinion from an expert, that **We** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance

by **Us** and the cost agreed in writing between the **Insured Person** and **Us**. Subject to this **We** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence.

9 Keeping to the Policy Terms

An **Insured Person** must:

- (a) keep to the terms and conditions of this Policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **We** ask for in writing, and
- (e) report to **Us** full and factual details of any claim as soon as possible and give **Us** any information **We** need.

10 Cancelling this Section of the Policy

You can cancel this **Section** of the Policy by telling **Us** at any time as long as **You** tell **Us** at least 14 days beforehand. **We** can cancel this Policy at any time as long as **We** tell **You** at least 14 days beforehand.

Subject to the terms of business between **You** and the person who sold **You** this Policy, **You** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **You** and the person who sold **You** this Policy. Please contact them directly for full details of charges.

11 Fraudulent Claims

We will, at **Our** discretion, void the Policy (make it invalid) from the date of claim, or alleged claim, and/or the **Insurer** will not pay the claim if:

- (a) a claim the **Insured Person** has made to obtain benefit under this Policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

12 Information You Provide

You must take reasonable care to make sure that any information **You** provide when taking out this Policy, or during the term of this Policy, is complete and accurate. If any information **You** are required to provide is not complete and accurate:

- **Your** Policy may be voided or cancelled and the premium kept, or
- part or all of any claim may be refused or not paid, or
- the premium or cover may be revised.

13 Claims under this Policy by a Third Party

Apart from **Us**, **You** are the only person who may enforce all or any part of this Policy and the rights and interests arising from or connected with it.

14 Other Insurances

If any claim covered under this Policy is also covered by another policy, or would have been covered if this Policy did not exist, the **Insurer** will only pay the **Insurer's** share of the claim even if the other **Insurer** refuses the claim. This Policy does not operate to cover excess claims. (Please refer to Exclusion 15 to the Legal Expenses Section).

15 VAT Registration

Where **You** are registered for VAT, any claims payment made under this Policy will be paid net of VAT.

16 Law that applies

This Policy will be governed by Irish Law. All Acts of the Oireachtas within the Policy wording shall include any subsequent amendment or replacement legislation.

Additional Services to the Legal Expenses Section

We provide these services 24 hours a day, seven days a week during the **Period of Insurance**. However, **We** may need to arrange to call **You** back depending on the enquiry. To help **Us** check and improve **Our** service standards, **We** may record all calls.

Commercial Legal Advice Call 1850 670 747

Advice can be provided over the phone on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands. Wherever possible the Commercial Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However if this is not possible they will arrange a call back at a time to suit **You**.

Advice on the laws of the Republic of Ireland can be provided 24 hours a day, 7 days a week, 365 days a year. Where advice is sought on an area of law beyond this jurisdiction or in respect of very specialist matters, **We** will refer **You** to a specialist adviser. This will include certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **You** call outside these times, a message will be taken and a return call arranged within the operating hours.

Health & Medical Information Service Call 1890 254 164

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

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

Counselling Service Call 1850 670 407

Confidential counselling service over the phone for the **Insured Person** (and any members of their immediate family who permanently live with them) if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. Any costs arising from the use of these referral services will not be paid by **Us**.

The counselling service helpline is open 24 hours a day, seven days a week.

We will not accept responsibility if the Helpline Services are unavailable for reasons **We** cannot control. Please do not phone **Us** on the above numbers to report a general insurance claim.



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