

STRATA COMMERCIAL INSURANCE POLICY DOCUMENT

All Sections or only some Sections may apply depending on the cover you have requested. Please see the Schedule and Statement of Fact to clarify the Sections applicable/Operative to this policy.

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IMPORTANT NOTICE

Each policy document is specific to each client and risk. Please note that this policy is tailored to meet the requirements set out at submission stage and therefore some Sections and parts of Sections may be not be Operative as per the Schedule of Cover. There is no cover for any claim or incident under any deleted section or deleted part of any Section.

DEFINITION

Company, the Company, Companies, Underwriters, Underwriter, We, Us or Our shall refer to all of the companies listed on the Schedule and Statement of Fact and Frost Insurances Ltd T/a Frost Insurances, Frost Underwriting, UQuote, Strata, Integrity Underwriting at all times as authorised underwriting agents and administrators (and for no other purpose) of Insurer/s and or Reinsurer/s with no liability under this **Document**.

Document, Policy Document, Policy, Policy Wording, Your Policy, Your Insurance Policy, Contract shall refer to policy wording, the schedule, Statement of Fact, IPID, any endorsement/s, attachment/s and non-standard wording.

Introduction

Your Policy, Schedule, Statement of Fact, IPID, endorsement/s, attachment/s and non-standard wording.

Here is your Insurance Policy containing full details of the insurance being provided. The **Schedule, Statement of Fact, IPID, endorsement/s, attachment/s and non-standard wording** contains particulars personal to your insurance protection under the policy including the levels of cover operative under each section of the policy and should be read in conjunction with the rest of the policy. May **We** please ask you to examine this policy and schedule carefully to ensure it meets with your particular needs.

Important - please note: only those section showing as in force/Operative in the attached schedule shall apply to your particular policy.

The Third EU Non-life Directive requires us to provide you with the following information:

The law applicable to the contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, **We**, the applicable Insurer/s and or Reinsurer/s on Schedule and Statement of Fact, and you the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer/s and or Reinsurer/s with which your contract will be concluded is applicable per operative Section and listed on The Schedule and Statement of Fact.

Complaints procedure

In the event of disagreement or dissatisfaction with your contract, you can contact our complaints team on info@frostinsurances.ie. We will respond within 5 days. Once you have received your final response from us, if you are still dissatisfied you may refer your case to the Financial Services and Pensions Ombudsman.

Financial Services and Pensions Ombudsman 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 D02 VH29.

Tel: +353 (0)1 662 0899Irish Landline.

Locall from the Republic of Ireland: 1890 88 20 90

Email: enquiries@financialombudsman.ie

Website: www.financialombudsman.ie

Financial Services is an independent organization. The lodging of a complaint does not affect the consumer's right to institute proceedings in the competent court.

If you have any disagreement or dissatisfaction with the wording of the insurance policy, we invite you to make it known to Cowen Insurance Company Limited, 380, Level 2, Canon Road , Santa Venera, SVR 9033, Malta or by e-mail: complaints@cowen-insurance.com. Your situation will be studied with the greatest care: the insurer will endeavour to resolve your complaint within 15 working days.

If you are still not satisfied with the handling of your dispute by the Insurer or in the event of disagreement or dissatisfaction with the drafting of the insurance policy, you can contact: Office of the Arbiter for Financial Services, First Floor, St Calcedonius Square, Floriana FRN1530, Malta. Telephone +356 2124 9245. Email: complaint.info@financialarbiter.org.mt (website: www.financialarbiter.org.mt). The Office of the Arbiter for Financial Services is dedicated to resolving disputes between consumers and financial companies. The Office of the Arbiter for Financial Services is the competent body for this type of recourse and may require the insurer to pay compensation to the consumer in the event that the consumer recourse is successful.

ANNUAL REVISION OF PROPERTY SUMS INSURED

We strongly recommend that you calculate your commercial/domestic rebuilding costs using the Society of Chartered Surveyors guidelines and carry out inventory calculating the replacement costs of all your commercial/domestic contents. We will be happy to adjust your Sums Insured accordingly. Helpful guidelines can be found on the Society of Chartered Surveyors website at www.scs.ie. Please contact your Insurance Broker if you wish to make any changes.

Your Insurance Policy

The Insured, by a Proposal/Submission and any other information including online supplied by or on your behalf shall be the basis of and incorporated in this contract, having applied to the **relevant Insurer/s and or Reinsurer/s** as outlined on the policy wording, the schedule, Statement of Fact, IPID, any endorsement/s, attachment/s and non-standard wording., hereinafter referred to as "**the Company**", for this insurance and having paid or agreed to pay the premium, **the Company** will provide insurance to the extent of and subject to the terms and conditions of this policy wording, schedule, Statement of Fact, IPID, any endorsement/s, attachment/s and non-standard wording during any Period of Insurance.

This policy wording, The schedule, Statement of Fact, IPID, any endorsement/s, attachment/s and non-standard wording shall be read together as one contract and unless specially stated to the contrary any word or expression to which a specific meaning has been given shall have such specific meaning wherever it may appear.

In addition to the Standard Exclusions, Conditions, Clauses, Memoranda, Provisions limiting cover in the individual Sections of the Policy, the Insurance cover described in any of the said Sections is also subject to the General Exclusions and Conditions contained in this Policy Document and or attachment/s and non-standard wording

All Endorsements, Conditions, Indemnities and Warranties other than the above will be on the attached Schedule, Statement of Fact and or non-standard wording

Limits of liability referred to in the Policy as being "the amount stated in the Schedule" are intended to refer to that part of the Schedule which corresponds with the Section of the Policy where the reference occurs.

"Period of Insurance" shall mean the period from the Effective Date in the Schedule to the date immediately prior to the Renewal Date and any subsequent period for which the Insured has paid or agreed to pay and **the Company** has accepted or agreed to accept the premium.

"The Insured" shall have the same meaning as "The Policyholder". If more than one person and/or company is named as the Policyholder the insurance granted by this Policy applies jointly and individually to all such persons. In respect of more than one person and/or company; any limits of Indemnity and cover are not accumulated and do not exceed the amounts already granted by this Policy.

Insurance Act 1936

All monies which become or may become payable by **the Company** under this Policy shall in accordance with Section 93 of the Insurance Act 1936 (and any subsequent Act or as amended) be payable and paid in Ireland.

Stand Duties consolidation Act 1999

The Appropriate stamp duty has been or will be paid in accordance with the provisions of the Stamp Duties Consolidation Act, 1999 (and any subsequent Act as amended)



Ted Frost, Managing Director.

Issued by Frost Insurances Ltd, Unit 19, The Groody Centre, Castletroy, Limerick, V94 YV00, Ireland.

Phone +353 (0)61 310566 on behalf of the **relevant Insurer/s and or Reinsurer/s** as outlined on The Schedule and Statement of Fact.

Claims Conditions applicable to all sections

Action by Insured

The Insured shall on the happening of any event which could give rise to a claim under this Policy (if you are unsure of any event which could give rise to a claim under this Policy you must contact your Insurance Broker or Claims Manager, claimsadmin@frostinsurances.ie, +353 (0)61 310566. Failure to do so may invalidate any potential claim):

- a. Give immediate notice in writing/e-mail to your Insurance Broker or e-mail Claims Manager, Frost Underwriting, Unit 19, The Groody Centre, Castletroy, Limerick, V94 YV00, Ireland. claimsadmin@frostinsurances.ie, +353 (0) 61 310566 in respect of any occurrence giving rise to or which might give rise to injury, loss or damage whether covered or not covered under this policy Immediately but no longer than 14 days of the happening of such occurrence; failure to do so may invalidate any potential claim.
- b. Give immediate notice but no longer than 48hrs to An Garda Síochana in respect of:
 - i. Loss or damage by theft or any attempt theft
 - ii. Loss of Money by any cause whatsoever
 - iii. Loss or damage by malicious persons
 - iv. Any form of intimidation or threat which may lead to a loss under this policy
- c. Make no admission of liability or offer promise or payment without **Our** written consent.
- d. Carry out no alteration or repair as far as practicable until **the Company** has had an opportunity of investigating and confirming to you the Insured that you may proceed
- e. Inform **the Company** immediately but no later than 14 days of any impending. prosecution inquest or fatal inquiry or civil proceedings and send to **the Company** immediately but no later than 14 days every relevant document or correspondence received.
- f. Take all reasonable action to minimise or check any interruption of or interference with the business.
- g. Produce to **the Company** such books of accounts or other business books or documents or such other evidence as may reasonably be required by the company for investigating or verifying a claim.
- h. In respect of loss or damage to the property insured deliver to **the Company** at his/her own expense the potential claim in writing/e-mail with such detailed particulars receipts and evidence as may be reasonably required and (if demanded) a statutory declaration of the truth of the potential claim and any matters connected therewith within:
 - 30 days of the expiry of the Indemnity Period - Section 2 (Business Interruption)
 - 7 days of the event - in respect of Riot Etc. (Contingency F of Section 1)
 - 30 days of the event - All other claims or such further time as **the Company** may in writing/e-mail allow
- i. In respect of the Personal Assault extension to Contingency O Section 1 the Insured shall supply at his/her own expense all certificates and information and evidence required by **the Company** and the Person Insured shall as often as required submit to medical examination on behalf of **the Company** at its own expense.

The Rights of the Company

Control of Claims:

The Company shall be entitled

- a. On the happening of loss or damage to the property insured to enter take and keep possession of any building where loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing the right of **the Company** to rely on any conditions of this Policy and this Policy shall be proof of leave and license for such purpose.
- b. At its discretion to take over and conduct in the name of the insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other person/s or company/ies and the Insured shall give all information and assistance required.
- c. To any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required but the Insured shall not be entitled to abandon any property to **the Company**.
- d. To pay to the Insured the maximum sum payable under Section 3 in respect of any one claim or series of claims arising out of one cause or any lesser sum for which the claim or claims arising from such cause can be settled and **the Company** shall not be under any further liability in respect of that Occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
- e. In the case of death of the Person Insured under Section 1, Contingency O - Personal Assault Aggravated Assault extension to have a post-mortem examination at its own expense.
- f. Close a claim if no correspondence has been received from the Insured or the Insureds' representatives within 30 days

of a request for any details by **the Company**. If a claim is closed the Insured will not be covered under this policy for the claim.

- g. If a material fact is discovered by **the Company**, then **the Company** has the right to decline a claim. A material fact is one likely to influence acceptance or assessment of the original proposal (and any changes since inception) by Underwriters.

How to deal with a Claim

These Notes are not part of the contract of Insurance but are a guide to help you if you have a claim. If you know, or think it possible, that the damage or injury is severe, or even if you just want to speak to someone about it, please phone your Insurance Broker in the first instance or e-mail claimsadmin@frostinsurances.ie immediately, Prompt notification by you or your Insurance Broker, to us, of all losses and injuries which might result in a claim, is important.

Glass Breakage and Potential Exit Entry Point

If the damage occurs when your premises are closed, An Garda Síochana may make immediate arrangements for the broken window(s) to be boarded up. If this hasn't been done you should immediately make arrangements for boarding up or immediate replacement of the broken glass. You should also give immediate notice of the breakage to your broker or e-mail claimsadmin@frostinsurances.ie.

Other damage notification

Please write/e-mail your Insurance Broker or e-mail claimsadmin@frostinsurances.ie immediately giving as much detail as you can. If property has been stolen mislaid or damaged by thieves inform the Gardaí immediately.

Repairs / replacements

Estimates should be forwarded as soon as possible to your Insurance Broker or e-mail claimsadmin@frostinsurances.ie but if these cannot be sent within thirty days of the loss or damage let your position be known immediately.

Other action

Do what you can to prevent further loss or damage and minimise any interruption to your business.

Notification of Injury

Where an employee has been injured or a member of the public has been injured and/or his/her property has been damaged, please write/e-mail to your Insurance Broker or e-mail claimsadmin@frostinsurances.ie immediately, giving as much detail as you can. Where an employee is included in your Personal Accident cover, please arrange for a doctor's certificate to be submitted if absence from work is likely to exceed one week.

Admission of liability / preservation of salvage

The law of liability is complex so do not admit liability even if you think you may be to blame. Leave it to us to sort this out later. Any broken plant or equipment involved in the accident should be retained in a safe place.

Claim forms

Whenever a claim form is sent to you in response to your notification of loss damage or injury please complete and return it to your Insurance Broker or e-mail claimsadmin@frostinsurances.ie as soon as possible.

Important

You must notify us immediately of any accident which may give rise to a claim. We are very proud of our claims service and now that this is when you need us most. We provide a speedy and efficient service to make the process as easy as possible for you.

Frost Underwriting Claims Contact

Claims Manager

Frost Insurances Ltd, Unit 19, The Groody Centre, Castletroy, Limerick, V94 YV00, Ireland.

Email: claimsadmin@frostinsurances.ie

Tel: +353 (0)61 310566

Web: www.frostinsurances.ie

Data Protection

In this section of the Insurance Policy, these terms shall have the following meanings:

- i. **"controller"** or **"data controller"** means a person who determines the purposes for which, and the manner in which, personal data is processed;
- ii. **"data subject"** means an identified or identifiable natural living person to whom personal data relates. Both the Policyholder and its Beneficiaries can be data subjects;
- iii. **"joint controllers"** refers to two or more controllers which jointly determine the purposes and means of processing of personal data;
- iv. **personal data** means data relating to a natural living individual person who can be identified from the data being possessed. This includes, but is not limited to, that person's name, surname, address, date of birth, nationality, gender, identity document number, contact details, bank account details and online identifiers;
- v. **"processing"** means any activity that involves use of personal data. It includes obtaining, recording, or holding data, or carrying out any operation or set of operations on data (including organising, amending, retrieving, using, disclosing, erasing or destroying it);
- vi. **"processor"** or **"data processor"** means any person which processes personal data on behalf the controller;
- vii. **"sensitive personal data"** or **"special categories of personal data"** includes information about a person's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, physical or mental health or condition or sexual life, or about the commission of, or proceedings for, any offence committed or alleged to have been committed by that person, the disposal of such proceedings or sentence of any court.

The personal data provided by, or otherwise collected about, the Policyholder and its Beneficiaries will be processed by both the Insurer and the Broker, in accordance with the provisions of the General Data Protection Regulation (Regulation 2016/679) ("GDPR"), their local applicable data protection laws and regulations (which, in the case of the Insurer, means the Maltese Data Protection Act, Chapter 586 of the laws of Malta) and the practices set out in their respective privacy notices.

Those Privacy Notices may be accessed and consulted through the following links:

- The Insurer (<https://www.cowen.com/regulatory-disclosures>) and
- The Broker (<https://frostinsurances.ie>)

During the course of this Insurance Policy, the Insurer and the Broker will each act as a controller of, and may share with one another, personal data relating to the Policyholder and its Beneficiaries ("**Policy Personal Data**"). The Insurer and the Broker have warranted and represented to each other that they will only process such Policy Personal Data fairly and lawfully and shall ensure that they have legitimate grounds under the data protection laws for any processing that may be carried out by them.

In that respect, the Insurer and Broker have also determined that they are joint controllers of the Policy Personal Data. In accordance with article 26, GDPR, they have thus provided below the essence (i.e., a summary) of their joint controller relationship and arrangement:

- i. the identity and contact details of the joint controllers are:
 - Cowen Insurance Company Limited, a company incorporated in Malta with company number C55905 and its registered office at 380, Level 2, Canon Road, Santa Venera, Malta (i.e., the "**Insurer**"). Its data protection officer, who serves as its contact point on all data protection matters, can be contacted at: **dpo@cowen-insurance.com**;
 - Frost Insurances Ltd. Its data protection officer, who serves as its contact point on all data protection matters, can be contacted at: **info@frostinsurances.ie**
- ii. the personal data which is under their joint control covers the following:
 - All data specifically relevant to the creating of a policy for Insurance.
- iii. the Broker shall be primarily responsible for notifying the relevant data subjects of the Policy Personal Data of the matters specified in articles 13 and 14 of the GDPR (such as the purposes for processing their data, potential recipients, retention timeframes). In that context, the main purposes for processing such Policy Personal Data are likely to relate to the execution, performance and administration of the Insurance Policy, including claims, and for operational and compliance purposes, such as financial management or fraud prevention or reporting. The data collected for such purposes is strictly required. Without it, the entry into and performance of the policy (including claims) will be rendered difficult, if not impossible, for the parties;
- iv. where a data subject of such Policy Personal Data attempts to exercise any one of its data subject rights under the

GDPR (which are described further on below), the Broker shall assume responsibility for responding to that request, with the cooperation of the Insurer. Moreover, in the event that the Insurer receives a data subject request, the parties have agreed that the Insurer will forward it to the Broker so that it may handle it and interface with the data subject; and

- v. if either party becomes aware of a personal data breach affecting or relating to any Policy Personal Data, that party shall promptly inform the other so as to allow them, as joint controllers, to investigate the breach and determine its cause. Although the parties will jointly participate in this investigation, any mandatory notifications about it will only be made by the party with whom the breach was committed or from whom the reason for the breach originates. If the reason for the breach cannot be attributed to any one of the parties, then the Broker shall take lead on, and be responsible for, ensuring compliance with all data breach reporting or notification obligations.

NOTE HOWEVER that irrespective of the terms of those joint controller arrangements (as described above), the data subjects are not bound by them and may exercise their rights in respect of and against each of the Insurer and the Broker. Therefore, even though contact points have been designated in order to in particular facilitate the handling of data subject requests, data subjects are not obliged to keep to them and may freely choose to direct their requests to either or both the Insurer and Broker.

LEGAL RIGHTS

Under certain circumstances, the data subject has certain rights in relation to his or her personal data:

- *Request access to your personal data.*
- *Request correction (**rectification**) of your personal data.*
- *Request erasure of your personal data.*
- *Object to processing of your personal data.*
- *Request restriction of processing your personal data.*
- *Request transfer of your personal data.*
- *Right to withdraw consent.*

Those data subject rights are not absolute or unreservedly guaranteed, but need to be weighed against the controller's own legal obligations and legitimate interests (in this case, the Insurer and the Broker).

Further detail on the nature of those rights, and what they involve, will be provided by the Broker, as the party designated as being responsible for compliance with such matters. Alternatively, such detail can be obtained from the parties' respective privacy notices (see above links).

Data subjects also have the right to lodge a complaint at any time to a competent supervisory authority on data protection matters, such as (in particular) the supervisory authority based in the place of their habitual residence or place of work. In the case of Malta, this is the Office of the Information and Data Protection Commissioner (the "IDPC") (<https://idpc.org.mt>). The Complaints Manager Frost Insurance Ltd, Unit 19, The Groody Centre, Castletroy, Limerick, V94 YV00, Ireland
Phone: + 353 (0)61 310566 | Email: info@frostinsurances.ie | Website: www.frostinsurances.ie

General Conditions, Clauses and Warranties Endorsements applicable to all sections

Observance of conditions

It is a condition precedent to **the Company's** liability to make any payment under this Policy that:

- The Statement of Facts or answers in any proposal and declaration for this insurance and any other information provided by or on behalf of the Insured being true and complete to the best of the knowledge and belief of the Insured and/or representative and shall be the basis of this contract and is deemed to be incorporated herein
- The Insured or any other person on whose belief payment is claimed observing the terms and conditions of this Policy in so far as they apply
- The due observance and fulfilment of the terms provisions and conditions so far as they relate to anything to be done or complied with by the Insured

Subrogation

Any claimant under this Policy shall at the request and at the expense of **the Company** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **the Company** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which **the Company** shall be or would become entitled or subrogated upon its paying for or making good any destruction or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insureds' indemnification by **the Company**.

Change of risk or interest

The insured shall give notice to **the Company** within seven days if at any time:

- Any change shall be made in the Premises, the Business or the occupancy or the duties of the Insured whereby the risk of loss damage or accident is increased or
- The Insureds' interest ceases (unless the cessation is brought about by will or operation of law) or
- Any change to the original submission and material facts

Duty of Disclosure

Any facts known to the policyholder and any changes affecting the risk since inception of the policy or last renewal date (whichever is the later) must be disclosed to us. Failure to disclose may mean that the policy will not provide the Policyholder with the cover required or may invalidate the policy and any claims altogether.

Cancellation

The company may cancel this Policy by sending 10 days' notice by registered post or by sending an e-mail with 'read receipt' to the insured at his last known address and in such event the insured shall become entitled to the return of a proportionate part of the premium (refer also mid-term cancellation below) corresponding to the unexpired Period of Insurance.

Cancellation/Mid Term Cancellation

The Following apply to Policies cancelled on request of the Insured.

Underwriting fee(if applicable) may be retained.

Period of cover and % of Premium

Up to 4 Months = 50%
Up to 5 months = 60%
Up to 6 Months = 70%
Up to 7 Months = 80%
Up to 8 Months = 90%

- No return premium applicable for periods in excess of 8 months or where the return net premium amounts to less than €50.00
- Subject to no known or reported losses
- Survey fee to be deducted from any return premium
- Section 3 Business Liability/Liabilities, Section 4 Legal Advice. This means there is no return available for this section

Reasonable Precautions

The Insured must take all reasonable care to prevent death bodily injury shock illness disease loss or damage and to maintain all vehicles premises plant and everything used in the business in proper repair and to act in accordance with all Statutory obligations and regulation including the Statutory inspection of all lifting plant passenger lifts and steam pressure vessels.

Arbitration

Any dispute between the Insured and the Company regarding the Company's liability in respect of a claim or the amount to be paid shall in default of agreement be referred within twelve months of the dispute arising to an Arbitrator appointed jointly by the Insured and the Company in agreement or failing agreement appointed by the President for the time being of the incorporated Law Society of Ireland and the decision of such Arbitrator shall be final and binding on both parties. If the dispute has not been referred to arbitration within the aforesaid twelve months' period, then the claim shall be deemed to have been abandoned and not recoverable thereafter.

Midterm alterations

If you make an alteration to your policy or cancel your policy and this results in an adjustment in premium, we will not charge you for premium adjustments less than €30.

Other insurances

If at the time of any loss damage or Occurrence there is any other insurance or indemnity effected by or on behalf of the insured applicable to such event the liability of the Company shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably then the liability of the Company shall be limited in respect of any loss damage or Occurrence to any excess beyond the amount which would be payable under such other insurance or indemnity had this Policy not been effected subject to the maximum limits payable under this policy.

Fraudulent claims

If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss or damage be occasioned by the wilful act or with the connivance of the Insured, all benefit under this Policy shall be forfeited. The Company withholds the right to inform relevant authorities.

Bona Fide Sub-Contractors Clause

It is warranted by the Insured that all sub-contractors that they engage maintain employers' liability and public liability policies that provide:

- Employers' liability coverage with a limit of indemnity of not less than €13,000,000 any one occurrence if the Bona Fide Sub-Contractor has employees or any type.
- 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 further warranted by the Insured that they 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.

Survey Clause (Survey Clause applies if a survey is requested by underwriters. Such a request may be at any time and not restricted to the period of cover)

Cover hereon is strictly subject to receipt by Insurer of a satisfactory survey carried out by an authorised surveyor within 30 days of the inception date of this insurance or by a date to be agreed by the Insurer and advised to the Insured.

The Insurer reserve the right to cancel this insurance with immediate effect or impose special terms and conditions and/or revise the premium rate or cancel cover back to new business inception or renewal ab initio upon receipt of the survey.

The Insured shall implement the survey requirement(s) or as otherwise agreed by the Insurer within a period to be agreed by the Insurer and advised to the Insured.

If the Insured fails to implement the requirement(s) within the period agreed by the Insurer then all coverage hereunder shall terminate at the end of said period.

Plastics and Rubber Condition

It is a condition precedent to liability that there is/are no:

1. processes involving the direct application of flame to plastic material or goods
2. fixed power operated machines used for buffing, sanding, mopping or similar process causing plastics dust
3. grinding or pulverising of plastics materials by machines
4. granulating or chopping of plastics
5. drying or curing of plastic components or materials by artificial heat other than by steam or hot water pipes, totally enclosed electric heating elements, gas oil or flue pipes not passing through the drying or curing area.
6. Storage in excess of 4 metres in height
7. Rubber processed or stored.

Skip Hire Exclusion

The Insurer shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out or in consequence with the use of Skips, unless agreed in writing by the underwriters prior to cover.

Electrical Circuit Maintenance Condition

It is a condition precedent to liability that fixed electrical installations are tested by an NICEIC (National Inspection Council for Electrical Installation Contracting) or ECA (Electrical Contractors Association) registered contractor at least once in every 5 year period and an IEE test certificate is issued showing no deviations. This condition does not apply to domestic/residential properties however all electrical installations must be regularly checked and in a good state of repair/condition at all times.

Flammable materials

There is no cover under any section of this policy for any claim or incident as a result of the Storage of plastics, rubber or any flammable materials on any part of the Premises internally or externally.

Burning and Welding Exclusion

The Insurer shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of burning and or welding or flame-cutting unless agreed in writing by the underwriters prior to cover.

DAMAGE

Caused by fire resulting from any heating process or any process involving the application of heat (Other than by fire or explosion) resulting from any process of production, packing, treatment, testing, commissioning or service or repair

Fire Extinguishers

It is condition precedent to liability that suitable fire extinguishers be fitted to scale and as stipulated in the code of practice I.S.291 (2002)(or any future amendments) and these extinguishers be maintained and inspected annually by a qualified installer that will keep a record. Any defect whether disclosed by such inspection or otherwise be remedied within 7 workings days.

Heating System

It is a condition precedent that the heating system must be left on if it is forecast by Met Eireann that the air temperature is to drop below -6 degrees centigrade in your area. If there are temperature thermostats or controls fitted to the heating system at the premises, in such situations as stated above, the temperature thermostats or controls must be set at no less than 4 degrees centigrade. If it is not possible to maintain 4 degrees centigrade when Met Eireann forecast -6 degrees centigrade in your area then all pipes must be adequately lagged.

External Smoking Condition

It is a condition precedent to liability that smoking will be prohibited throughout the Premises except in specifically designated external areas, and suitable notices to this effect will be displayed in prominent positions. Metal receptacles are to be provided for waste materials and kept at least 2 metres from the Buildings. Any and all waste collection receptacles/ashtrays must be extinguished and free from smouldering at the close of business every day/night. An examination of the risk location for smouldering matches, tobacco or other material at the close of business hours each day and for signed reports to be made thereon daily by the Employee detailed to make the examination and for such reports to be checked at least weekly by the Management. It is further understood and agreed that all ashtrays and the like be emptied in to a lidded metal bin and that the bin be removed from the Buildings at the close of business each day.

Flat Roof Maintenance Condition

It is a condition precedent to liability in respect of Damage by storm, tempest and flood that any flat felted roof portion of the Premises shall have been inspected 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. Records of such inspections must be kept off site in a secure location

Valley Gutter Condition

It is a condition precedent to liability that all valley gutters be inspected and cleared every 12 Months and records kept off site in a secure location.

General Exclusion - all sections

This policy does not cover

Radioactive contamination

- a. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b. Any liability of whatsoever nature Directly or indirectly caused by or contributed by or arising from
 - i. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

But as far as concerned death bodily injury shock illness or disease of any person under a contract of service or apprenticeship with the Insured if such death bodily injury shock illness or disease arises out of and in the course of his employment by the Insured this cause shall apply only in respect of

- i. Liability of any Principal
- ii. Liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement

Consequential Loss and/or Business Interruption

Consequential Loss and/or Business Interruption unless otherwise specifically stated in the attached Schedule

War and kindred risks

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

Sonic Bangs

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

Pollution

Loss or destruction or damage caused by pollution or contamination but this shall not exclude destruction of or damage to the property insured not otherwise excluded caused by

1. Pollution or contamination which itself results from a defined contingency
2. A defined contingency which itself results from pollution or contamination

Changes in water table levels

Damage or consequential loss attributable solely to change in the water table level

Terrorism exclusion

Any liability loss damage cost or expense of whatsoever nature (except so far as is necessary to meet the requirements of the Road Traffic Acts) directly or indirectly caused by resulting from or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, terrorism means an act and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organisation committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This endorsement also excludes loss, 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 the Company maintain that by reason of this exclusion any loss damage cost or expense is not covered by this policy, the burden of proving the contrary shall be upon the Insured.

Date recognition

Liability in respect of any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any

- a. Electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program computer data processing equipment telecommunication equipment or systems or any similar device
- b. Media or systems used in connection with any of the foregoing whether the property of the Insured or not at any time

to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save retain or restore and/or to correctly manipulate interpret transmit return calculate or process and date data information command logic or instruction as a result of

- i. Recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct day of the week or period of time
- ii. The operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

Exception to date recognition

Provided always that this exclusion shall not apply to:

subsequent damage to or loss or destruction of property owned by, in the possession of or held in trust by the Insured and/or the Insured's consequential loss arising from loss or destruction of or damage to any property if directly caused by Fire lightning explosion aircraft and other aerial devices dropped therefrom riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal or theft only where these covers are provided by the policy

The foregoing Exemption to this Date Recognition exclusion will not apply to any claim arising from any legal liability legal cost or expense of the Insured.

1. Any claim otherwise indemnifiable under this Policy in respect of Employers Liability (Section 3 occurrence 1)
2. Any claim otherwise indemnifiable under this Policy in respect of the use of a motor vehicle

Confiscation

Damage occasioned by nationalisation confiscation requisition seizure or destruction by the government or any public authority.

Cyber and Data Risk (not applicable to Occurrence 1 of the Section Employers Liability cover)

Liability or loss arising directly or indirectly from:

1. The loss or, alteration of, or damage to
or
2. A reduction in the functionality and or corruption, availability or operation of

A computer system, hardware, programme, program code, software, data, information repository, microchip, integrated circuit or similar device in computer equipment that results from the hacking (unauthorised access) malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, including but not limited to computer virus, or similar Mechanism, worm, logic bomb, or Trojan horse.

There is no cover afforded under this policy for the cost associated directly or indirectly required to improve the public or private image, impression, perception, view etc. of the Insured.

Sink Hole

Damage or consequential loss attributable to sink hole/holes.

Loss Assessor Fees

Notwithstanding anything contained herein to the contrary it is hereby noted and agreed that cover by this policy does not extend to cover fees to loss assessors employed by the insured for any amount.

Air Conditioning Units

This policy excludes legionnaires disease and air born pollutants and all diseases and must be clean and inspected once every 12 months.

Excluded Claims

If a claim has not been acted on in a 12 month period then it is deemed closed and finalized.

Sanctions Limitation and Exclusion

No Insurer or Reinsurer shall be deemed to provide cover and no Insurer or Reinsurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of the such benefit would expose the Insurer or Reinsurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

Burning

There is no cover under any section of this policy for any claim or incident or the consequences as a result of the burning of refuse, debris and waste.

Flammable materials

There is no cover under any section of this policy for any claim or incident as a result of the Storage of plastics, rubber or any flammable materials on any part of the Premises internally or externally.

Height and Depth limits

It is hereby noted and agreed that there is no cover under any section of this policy for any claim or incident at a height exceeding 22 metres and depth 5 metres.

Abuse Exclusion

The Insurer shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of abuse of any nature whether direct or indirect unless otherwise agreed in writing by the Underwriter prior to inception of this policy.

Tree Root Damage Exclusion

The Insurer shall have no liability under this Policy to provide any indemnity or benefit for any legal liability that arises from ingress of tree roots or desiccation of the soil caused by trees.

Damage to Item being Worked Upon Exclusion

The Insurer shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of loss or damage, including financial loss arising from damage to any item being worked upon.

Dogs Exclusion

The Company will not indemnify the Insured in respect of any claim arising from injuries sustained from the following dangerous dogs:

- a. American Pit Bull Terrier,
- b. Bull Mastiff,
- c. Doberman Pinscher,
- d. English Bull Terrier,
- e. German Shepherd (Alsatian),
- f. Japanese Akita,
- g. Japanese Tosa,
- h. Rhodesian Ridgeback,
- i. Rottweiler,

and to every dog of the type commonly known as a Ban Dog (or Bandog), and to every other strain or cross of every breed or type of dog or any other dog as defined in the CONTROL OF DOGS REGULATIONS ACT, 1998 (or as amended)

Toxic/Hazardous Goods Exclusion

The Insurer shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of or in connection with the storage, carriage, dumping or disposal of toxic, corrosive, explosive and/or hazardous goods by the Insured or any tenant.

Libel and Slander Exclusion

The Insurer shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under any section, directly or indirectly resulting from or in consequence of:

1. Libel, slander or defamation
2. Slander of title of goods or other injurious falsehood
3. Wrongful misrepresentation

Professional Services Exclusion

The Insurer shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of breach of professional duty or wrongful or inadequate advice, whether a fee is charged or not unless agreed in writing by the underwriters prior to cover.

Demolition and Demolition Sites Exclusion

The Insurer shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of any form for Demolition work carried out or any form of work on demolition sites.

Defective Work Exclusion

The cost of repairing replacing or reinstating defective work but this exclusion shall not apply to accidental Bodily Injury or accidental damage to Property arising as a consequence of such defective workmanship.

Virus Exclusion

It is hereby noted and agreed that there is no cover whatsoever under any section of this policy for any type, form, mutation of any virus or virus related conditions whether directly or indirectly affecting the policy holder. This also excludes pandemics, epidemics and existing, new and novel diseases.

It is furthermore noted and agreed that if a claim is submitted for any of the above, the claim will be declined and the policy will be noted as having a declined claim.

Several Liability Notice/Clause

The liability of the Insurer is several and not joint and is limited solely to the extent of their individual proportions as shown in the attached Schedule. The Insurer is not responsible for the subscription of any co-subscribing underwriters or any other Insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Trading risk exclusion

There is no cover for any claim or incident under Section 3 Liabilities of this policy for trading risk/risks operated by the Insured under this policy.

Section 1 - Material Damage

The company agrees that if any of the Property Insured described in the Schedule be lost destroyed or damaged by any of the Contingencies in force as specified in the Schedule the Company will pay to the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Company's option reinstate or replace such property or any part of it.

Definitions & Contingencies

A. The property insured under the respective headings in the Schedule is as follows:

1. **Buildings** situate at the Premise described in the Schedule

a. The term "Building" include

1. Landlords fixture and fittings, tenants' improvements and alterations
2. outbuildings
3. walls gates and fences
4. piping ducting cables wires and associated control gear and accessories on the premises and extending to the public mains but only to the extent of the Insured's responsibility
5. yards car-parks roads and pavements/footpaths

2. **Contents** therein and thereon the property of the Insured or held by them in trust for which they are responsible

a. The term "Contents" **includes**

1. decorations
2. so far as they are not otherwise insured employees' directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding €500.00 in respect of any one person
3. contents of outbuildings
4. contents in the open yards securely fastened
5. money cheques stamps bonds credit cards or securities of any description but only in respect of loss destruction or damage under
 - i. Contingencies A-S for an amount not exceeding €1,000
 - ii. Contingency O (if in force) as defined herein
6. Documents, manuscripts and business books but only for the cost of the materials and of clerical labour expended in reproducing such records
7. computer systems records but only for an amount not exceeding €5,000 in respect of the cost of the materials and or clerical labour and computer time expended in reproducing such records.

b. The term "contents" **excludes**

1. landlord's fixtures and fittings
2. stock and materials in trade
3. money, cheques stamps, bonds, credit cards or securities of any description in respect of loss destruction or damage under Contingency M
4. any expense in connection with the production of information to be recorded in documents, manuscripts, business books or computer systems records
5. any amount exceeding €1000 in respect of anyone pattern model mould plan or design or set of same
6. vehicles licensed for road use including accessories thereon
7. jewellery, precious stones, precious metals, bullion, furs, curiosities works of art or rare books unless specifically included

3. **Stock and Materials in Trade** therein and thereon the property of the Insured or held by them in trust for which they are responsible

4. **Miscellaneous property** therein and thereon as described in the Schedule.

5. **All other items** therein and thereon as described in the Schedule, on this document. If no definition applicable on this entire document then the most up to date version of the Oxford Dictionary will be used at the consent of the Company.

B. The word "DAMAGE" in capital letters shall mean loss or destruction of or damage to the Property insured.

C. The words "DEFINED CONTINGENCY" shall mean Standard Cover: Defined Perils are 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, theft, earthquake, storm, flood, overflowing or leaking of any sprinkler apparatus, escape of water from any tank, apparatus or pipe, or impact by any road vehicle or animal, falling trees, branches and falling aerals, accidental damage and subsidence

D. **Limits of liability**

The liability of the Company under contingencies A-S shall not exceed in respect of:

- i. any one item - the Sum Insured thereon as stated on the Schedule
 - ii. All loss or damage during any one period of insurance - the Total Sum Insured as stated in the Schedule
- E. FIRE** but excluding **DAMAGE** caused by
- a. (explosion resulting from fire
 - b. earthquake or subterranean fire
 - c. (i) its own spontaneous fermentation or heating or
(ii) its undergoing any heating process involving the application of heat
- F. LIGHTNING**
- G. EXPLOSION**
- i. of boilers
 - ii. of gas
- Used for domestic purposes only but excluding **DAMAGE** caused by earthquake or subterranean fire
- iii. otherwise but excluding **DAMAGE** caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured
- H. AIRCRAFT** or other aerial devices or articles dropped therefrom
- I. EARTHQUAKE**
- J. RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS** or persons taking part in labour disturbances or **MALICIOUS PERSONS** excluding
- a. **DAMAGE** arising from cessation of work
 - b. as regards **DAMAGE** (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
 - i. **DAMAGE** by theft
 - ii. **DAMAGE** in respect of any building which is empty or not in use
- K. SUBTERRANEAN FIRE**
- L. STORM OR FLOOD** excluding
- a. **DAMAGE** attributable solely to change in the water table level
 - b. **DAMAGE** by frost, snow, hail, sleet, subsidence, ground heave or landslip
 - c. **DAMAGE** in respect of moveable property in the open fences and gates
 - d. **DAMAGE** in respect of any building which is empty or not in use unless specifically agreed with the Underwriters and cover noted in the Schedule
- M. ESCAPE OF WATER OR OIL FROM ANY TANK APPARATUS OR PIPE** excluding
- a. **DAMAGE** by water discharge or leaking from any automatic sprinkler installation or air condition unit
 - b. **DAMAGE** in respect of any building which is empty or not in use unless specifically agreed with the Underwriters and cover noted in the Schedule
 - c. Loss or **DAMAGE** caused by wear and tear, rust or gradual deterioration but not including the consequences if such wear and tear, rust or gradual deterioration
- N. IMPACT BY ANY ROAD VEHICLE OR ANIMAL**
- O. ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMTIC SPRINKER INSTALLATION OR AIR CONDITION UNIT** in the premises not caused by
- a. Freezing whilst the building in so far as it is in the Insured's ownership or tenancy is empty or not in use
 - b. Explosion, earthquake, subterranean fire or heat caused by fire
- P. ACCIDENTAL DAMAGE/ANY ACCIDENTAL CAUSE (ALL RISKS)EXCLUDING**
- a. **DAMAGE** caused by or consisting of
 - i. inherent vice, latent defect, gradual deterioration wear and tear, frost, snow, hail, sleet, change in water table level its own faulty or defective design or materials
 - ii. Faulty or defective workmanship, operational error or omission on the part of the Insured or any of their employees
 - iii. The bursting of boiler (not being a boiler used for domestic purposes only), economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the insured
 - iv. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds. But this shall not exclude subsequent **DAMAGE** which itself results from a cause not otherwise exclude
 - b. **DAMAGE** caused by or consisting of
 - i. Corrosion, rust, wet or dry rot, shrinkage, evaporation loss or weight dampness dryness, marring or scratching by vermin or insects
 - ii. Change in temperature, colour, flavour, texture or finish
 - iii. Theft or attempted theft
 - iv. Joint leakage, failure of welds, cracking, fracture, collapse or overheating of boilers, economisers, super

heaters, pressure vessels or any range of steam and feed piping in connection therewith
v. Mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates

But this shall not exclude

- a. Such DAMAGE not otherwise excluded which itself results from a DEFINED CONTINGENCY or from any other accidental loss destruction or damage
- b. Subsequent DAMAGE which itself results from a cause not otherwise excluded
- c. DAMAGE caused by or consisting of
 - 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 or dishonesty
 - iv. Disappearance unexplained or inventory shortage misfiling or misplacing of information
- d. Destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from a DEFINED CONTINGENCY in so far as it is not otherwise excluded
- e. DAMAGE in respect of moveable property in the open fences and gates caused by wind, rain, hail, sleet, snow, flood or dust
- f. DAMAGE
 - i. Caused by fire resulting from any heating process or any process involving the application of heat
 - ii. (Other than by fire or explosion) resulting from any process of production, packing, treatment, testing, commissioning or service or repair
- g. DAMAGE
 - i. Caused by freezing
 - ii. Caused by escape of water from any tank apparatus or pipe
 - iii. Caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any organisation

In respect of any building which is empty or not in use unless specifically agreed with the Underwriters and cover noted in the Schedule

- h. DAMAGE in respect of
 - i. property in transit (unless on the Premises)
 - ii. fixed glass
 - iii. glass (other than fixed glass), china, earthenware, marble or other fragile or brittle objects
 - iv. Computers or data processing equipment
Other than such DAMAGE caused by a DEFINED CONTINGENCY in so far as it is not otherwise excluded
- i. DAMAGE in respect of money, cheques, stamps, bonds, credit cards or securities of any description other than such DAMAGE caused by a DEFINED CONTINGENCY in so far as it is not otherwise excluded for an amount not exceeding €3,500
- j. DAMAGE in respect of
 - i. Vehicles licenced for road use (including accessories thereon), caravans, trailers railway, locomotives, rolling stock, watercraft or aircraft
 - ii. Property or structures in course of construction or erecting and materials or supplies in connection with all such property in course of construction or erection
 - iii. Land, roads, pavements/footpaths, piers, jetties, bridges, culverts or excavations
 - iv. Livestock, growing crops or trees
 - v. jewellery, precious stones, precious metals, bullion, furs, curiosities
works of art or rare books
unless specially mentioned as insured by this section on the Schedule
- k. property which at the time of the happening of DAMAGE is insured by or would but for the existence of this policy 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.
- l. any property more specifically insured by or on behalf of the insured.

Q. THEFT OR ATTEMPTED THEFT involving

- a. entry into or exit from the Building(s) (limited to that part of the Premises as stated in the Schedule) by forcible and violent means or
- b. assault or violence or threat thereof to the Insured or any employee of the Insured
- c. DAMAGE to the Building(s) falling to be borne by the Insured consequent upon such theft thereat, Excluding:
 - i. DAMAGE to money securities coins stamps jewellery watches furs precious metals precious stones or articles composed of any of them curios sculptures rate books paintings or works of art
 - ii. DAMAGE to stained or plate glass or any decoration or lettering thereon

- iii. DAMAGE occasioned by or through any person lawfully on the premises or caused by or with the connivance of any member of the Insured's household or any employee of the Insured
- iv. DAMAGE caused by fire or explosion however caused
- v. DAMAGE to property in any garden yard or open space or any stable garage outbuilding or other building not communicating with the main premises unless specifically agreed with the Underwriters and cover noted in the Schedule
- vi. DAMAGE in respect of any Building which is empty or not in use unless specifically agreed with the Underwriters and cover noted in the Schedule

Replacement of Locks

This policy section extends to indemnify the Insured in respect of costs necessarily incurred in replacing locks and/or locks mechanisms relative to the security of the premises resulting from the theft of the Insured's keys from the premises or from the homes of the Insured's authorised key holders.

Provided that:

- a. There are visible signs of forcible entry into or exit from such premises and
- b. The replacement locks are of similar quality to those changed and
- c. The maximum liability under this extension shall not exceed €650 in any one period of insurance.

R. ACCIDENTAL BREAKAGE OF GLASS AND SIGNS

In the event of breakage of Glass or Sanitary ware for which the Insured is responsible at the Premises **the Company** will replace such property or at its option pay to the Insured the cost of replacement

The Company shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit.

Following breakage of Glass **the Company** will in addition pay for any boarding up costs reasonably incurred

Definitions

Glass

All fixed glass (including signs shelves showcases and mirrors).

Extensions

The Company will in addition pay for any costs reasonably incurred in respect of:

1. Damage to frames or framework following breakage of Glass
2. The cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of Glass as a result of breakage
3. The cost of replacing alarm foil lettering painting embossing silvering or other ornamental work on Glass following breakage of Glass
4. Accidental damage to goods incidental to the Insured's Business caused by breakage of Glass in display windows.

Provided that the liability of **the Company** under any of all off the Extensions shall not exceed €650 for any one incident

Exceptions

This Contingency does not cover breakage

1. Due to dilapidation of frames or framework
2. Caused by workmen altering or repairing the Premises
3. In transit or while being fitted
4. Of any item flawed or broken at the commencement of this insurance
5. Of glass in light fittings
6. Of glass in greenhouses or conservatories
7. Of glass in buildings which are silent empty or not in use unless specifically agreed with the Underwriters and cover noted in the Schedule
8. By or arising out of fire lightning or explosion or preventive or salvage operations consequent thereon

Further in respect of Signs this contingency does not cover:

- A. Loss or damage occasioned by or happening through repair removal or erection wear and tear depreciation or deterioration
- B. Loss of or damage to any part caused by mechanical or electrical defect
- C. Damage to tubes unless the glass is fractured.

The liability of **the Company** under this Extension during any one period of insurance shall not exceed the Sum Insured stated in the Schedule of the Policy.

Sanitary ware

Fixed baths wash basins pedestals bidets shower trays sinks lavatory pans and cisterns.

Premises

Any premises at which property is stated to be insured in Section 1 of the Schedule. The term, risk location, site, risk address may also be applied.

S. SUBSIDENCE

Destruction or damage caused by or consisting of the normal settlement or bedding down of new structures ii. the settlement or movement of made- up ground

Insofar as this insurance relates to destruction or damage caused by Subsidence Ground Heave or Landslip but excluding:

- a. the first € 1,000 of each and every loss after the application of any Condition of Average
- b. **Damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a **Building**
- c. **Damage** caused by or consisting of:
 - i. the normal settlement or bedding down of new structures
 - ii. the settlement or movement of made-up ground
 - iii. coastal or river erosion
 - iv. defective design or workmanship or the use of defective materials
 - v. fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- d. **Damage** which originated prior to the inception of this cover
- e. **Damage** resulting from; demolition, construction, structural alteration, repair of any property or groundwork or excavation at the **Premises**/risk location

The Insured shall notify the Company within five working days after they become aware of any demolition groundwork's excavation or construction being carried out on any adjoining site The Company shall then have the right to vary the terms or cancel the cover.

The maximum amount payable under subsidence if operative on the Schedule is €20,000 in respect of any one event or series of event and in the aggregate.

Provisions, Special Clauses, Clauses, conditions, definitions extensions and exclusions applicable to section 1

1. Annual Revision (not applicable to Frost Cowen Insurance V1)

Each sum Insured and monetary limit of the Company's liability under Section 1 (other than Contingency N Limit A(i) A(ii) A(iii) (b) Band D of Contingency O and Contingencies Q and R) in so far as such Section is identified in the Schedule as being operative will increase at each renewal date by a Specified Percentage (to be advised by the Company) of the amount applicable immediately prior to the Policy being renewed subject to an appropriate increase in the Annual Premium.

Please refer to 'Annual Revision of Property Sums Insured' in Policy Introduction

2. The condition of average

The Sums Insured by each item of this Section (other than Contingencies N,O and Q) relating to property are declared to be 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 the Insurer in respect of such DAMAGE shall be proportionately reduced.

3. Architects' surveyors' consultant legal and other fees

The insurance by each item of this Section of the Policy on Buildings and Contents includes an amount in respect of Architects' surveyors' and Consulting Engineers' Fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim it being understood that the amount payable for such destruction or damage and fees shall not exceed in the aggregate the sum insured by each item. The cost of Loss Assessors fees are not insured.

4. Automatic cover

The insurance by this Section subject to its terms and conditions extend to cover

Any newly acquired and/or newly erected Buildings and Contents in-so-far as the same are not otherwise insured and alterations additions and improvements to Buildings and Contents but not in respect of any appreciation in value anywhere in the Republic of Ireland Northern Ireland and Great Britain provided that:

- i. At any one situation this cover shall not exceed 10 per cent of the total sum insured on such property hereby or €500,000 whichever is less
- ii. The Insured undertakes to give particulars of such additional insurance requirement as soon as practicable possible but no later than 14 days and to pay the pro-rata additional premium from the date of inception thereof (the Policy will be endorsed accordingly from the date of commencement of the insurers' liability)
- iii. The provision of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above.

5. Change of temperature

Notwithstanding anything to the contrary in this Policy document/schedule/Statement of Fact, this Section covers destruction of or damage to the property insured under this policy which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by Fire Lightning and Explosion as defined herein or any other peril insured hereby subject to the terms limitations and conditions of the Policy.

6. Clearing drains

Cover extends to cover expenses necessarily incurred in clearing cleaning and/or repairing drains gutters sewers and the like in consequence of Fire or other Contingencies hereby insured against on the Insured's own Premises.

7. Construction and heating of Buildings

Unless otherwise stated in the Schedule and/or Statement of Fact, the Buildings are constructed of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos and not artificially heated other than by low pressure hot water or steam, oil fired space heaters fed from a fuel tank in the open, overhead gas or electric appliances or by gas or electric fires

8. Designation

For the purpose of determining where necessary the heading under which any property is insured the Company agrees to accept the designation under which such property has been entered in the Insured's books

9. Electrical plant

If any electrical plant or fittings shall be damaged or destroyed by fire occasioned by self-ignition overrunning excessive pressure short circuiting self-heating or leakage of electricity the Company shall not be liable for damage or destruction in respect of the particular piece of plant or fitting in which the fire originated but shall be liable for damage or destruction in respect of any other plant or fitting caused by fire spreading from the original fire.

10. Excess (insureds' contribution) clause

The company shall not be liable for the first amount as specified on the Schedule of each and every loss as ascertained, after the application of all other terms and conditions of this section including any condition of average

(underinsurance), in respect of Contingencies A-S inclusive

11. Fire brigade charges

The Company will indemnify the insured in respect of such Fire Brigade attendance charges as may be levied by any Local Authority in dealing with any fire which results in a claim under this Section of the Policy. The Company's liability in respect of these charges shall not exceed the limit as stated on the Schedule.

12. Explosion

In respect of any vessel machinery or apparatus or its contents belonging to or under the control of the Insured which requires to be examined to comply with any Statutory Regulations cover against destruction or damage thereto caused by an explosion originating therein is subject to the provision that such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service.

13. Gardaí response to alarms

It is a condition precedent to liability under Contingency M of this Section that in the event of the Insured receiving notification from the An Garda Síochana regarding the withdrawal of their services in responding to alarm calls the Insured shall immediately, but no longer than 24 hours, send such notification to the Company.

14. Internal transfers

The insurance in respect of Stock and Materials and Contents applies to property as therein defined transferred between premises insured by the Section including transit by road rail or inland waterway between such premises. The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the loss occurred at the premises from which the property is transferred or in the aggregate 10% of the Sum Insured by items under Contents and Stock hereof or €30,000 whichever is the less in respect of any such transfers at any one time.

15. Mortgagees

The act or neglect of any Mortgagor or occupier of any building hereby insured whereby the risk of DAMAGE is increased without the authority or knowledge of any Mortgagee shall not prejudice the interest of the latter party (parties) in this insurance provided they shall notify the Insurer immediately on becoming aware of such increased risk and pay additional premium if required.

16. Motor vehicles

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

17. Non-invalidation clause

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of DAMAGE is increased unknown to or beyond the control of the Insured providing that the insured immediately, but no later than 48 hours, when they become aware thereof shall give notice to the Insurer and pay an additional premium if required

18. Notice of Unoccupancy (not applicable to policies specifically written and bound that are unoccupied or part thereof)

Notice within 7 days in writing must be given to the Company when buildings or portions of buildings become unoccupied and an additional premium paid if required. Unoccupied means any building or part thereof which is unfurnished untenanted or no longer in active use. Cover is automatically reduced to FLEA (Fire, Lightning, Explosion and Aircraft) only after the premises are unoccupied for more than 30 days in writing by the underwriter.

19. Public authorities' clause

Subject to the following special conditions the insurance by items under Buildings and Contents extends to include such additional cost of reinstatement of the lost destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulation under or framed in pursuance of any Act of the Oireachtas/Parliament or with Bye-Laws of any Public Authority excluding

1. The cost in complying with any of the aforesaid Regulation or Bye-Laws:
 - i. In respect of DAMAGE occurring prior to the granting of this extension
 - ii. In respect of loss destruction or damage not insured by the policy
 - iii. Under which notice has been served upon the Insured or any lessee tenant or sub-tenant prior to the happening of the DAMAGE
 - iv. In respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the property destroyed or damaged
2. The additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any other aforesaid Regulations or Bye-Laws not arisen
3. The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of

the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws

Special Conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the DAMAGE or within such further time as the insurer may allow (during the said twelve months) and may be carried out upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.
2. If the liability of the Insurer under any item of the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the Insurer under this extension (in respect of any such item) shall be reduced in like proportion
3. The total amount recoverable under any item of the policy shall not exceed its sum insured
4. All the terms and conditions of the policy except in so far as they are varied hereby shall apply as if they had been incorporated herein.

23. Protections

- a. **The company** shall not be liable under Contingency M for any loss or damage arising whilst the Premises are left without a responsible adult therein unless at such time all the fastenings and protections existing on the Premises at the inception of the insurance under this Contingency including any Additional Protection as indicated in the Schedule are in full and effective operation
- b. (only applicable if an alarm system forms part of required Additional Protection as indicated in the Schedule). It is a condition precedent to any liability under Contingency M that the Premises are protected by an Intruder Alarm installed inspected and maintained under contract by the Alarm Company named in the Schedule in accordance with their Specification identified by Date in the Schedule.

24. Reinstatement Memorandum

Subject to the following special conditions the basis upon which the amount payable in respect of property insured by items under Buildings and Contents is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose "reinstatement" means

- a. The rebuilding or replacement of property lost or destroyed provided the liability of the insurer is not increased may be carried out
 - i. In any manner suitable to the requirements of the Insured
 - ii. Upon another site
- b. In either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Conditions

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

25. Reinstatement of the amount of any loss

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

26. Removal of debris

It is understood that the insurance of this Section extends to include costs and expenses necessarily incurred by the Insured with the consent of the **Company** in:

- a. Removing debris

- b. Dismantling and/or Demolishing
- c. Shoring-up or propping of the portion or portions of the property insured by the said items destroyed or damaged by fire or by any other contingency hereby insured against

The liability of **the Company** under this clause and the Section in respect of any item shall

- 1. in no case exceed the sum insured thereby
- 2. in respect of stock, be limited to 10% of the respective stock sum insured or €33,000 whichever is the lesser

The Company will not pay for any costs or expenses

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

27. Rent

Any insurance on rent applies only if the said buildings or any part thereof are unfit for occupation in consequence of their destruction or damage and then the amount payable shall not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the terms of rent insured.

28. Spontaneous combustion

Notwithstanding anything contained to the contrary in the contingencies insured under this Section the insurance by this Section excludes cover destruction or damage by fire only if caused by spontaneous fermentation heating or combustion.

29. Theft damage to building

The cover applicable under this section extends to include Damage to the buildings (if these are already insured under this section) failing to be borne by the Insured consequent upon theft or attempt threat involving entry into or exit from the Building(s) by forcible and violent means.

30. Subrogation waiver

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

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

31. Temporary removal clause

- 1. The property insured by this policy (other than stock if insured) is covered whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit thereto and therefrom all in the Republic of Ireland Great Britain and Northern Ireland
- 2. The liability of the Insurer under this extension in respect of each item of the policy for any DAMAGE occurring elsewhere than at the within mentioned premises shall not exceed 10% of the sum insured by the item.
- 3. The extension does not apply to property in so far as it is otherwise insured nor as regards loss occurring elsewhere than at the premises from which the property is temporarily removed to motor vehicles and motor chassis licensed for normal road use.

Temporary removal (document)

The insurance of deeds and other documents (including stamps thereon) manuscripts plans and writings of every description and books (written and printed) extends to cover such property for an amount not exceeding 10% of the value thereof whilst temporarily removed to any premises not in the Insureds' occupation and in transit all in the Republic of Ireland Great Britain and Northern Ireland

This extension does not apply to

- a. Computer systems records
- b. Property in so far as it is otherwise insured

33. Trace and Access

In the event of damage by Contingency I (escape of water), the insurance by this section extends to include costs necessarily and reasonably incurred in locating the source of the damage to effect repairs and the costs of making good. Limit €15,000 for any one claim and limited to €30,000 in the aggregate during the 12 months of cover as per the schedule.

34. Workmen

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

34. Dryers/Dry Cleaning

It is condition precedent to liability that where dryers/dry cleaning units including any connections exist they be

maintained in good working order and be checked and cleaned at six monthly intervals and monthly intervals for dust collectors and a record kept remotely from the premises of such checks. No liability will be accepted under this policy whatsoever under any section of this policy if dryers/dry cleaning units, extractor units and any connections internal and external and not flawlessly cleaned. It is further required that any units must be used in a room with an extractor unit and not used/turned on whilst the premises is unattended or when occupiers have retired to bed for the night.

35. Damage caused by Emergency Services / Fire Brigade

Fire brigade damage to lawns gardens playing surfaces and Landscaped areas car parks private roads and pathways at the premises caused by emergency service vehicles while attending an incident involving damage to the property covered to a maximum of €2,500

36. Metered Utilities

The insurer will pay to the insured any charges that the insured is responsible for and unable to recover from any other party, in respect of loss of metered water or gas, provided that:

- a. loss of water or gas is due to damage at the premises which is covered as accidental damage
- b. the lost water or gas is measured by the utility meter; and
- c. the insurer's liability in respect of any one insured premises is limited to such excess water or gas charges demanded by the utility undertaking in consequence of damage and will not exceed EUR 25,000

37. Infectious Disease / COVID-19 Exclusion

Notwithstanding any provision to the contrary, this reinsurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following -including any fear or threat thereof, whether actual or perceived - :

1. Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or
2. Coronavirus (COVID-19) including any mutation or variation thereof; or
3. Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

Section 2 - Business Interruption

Rental Income

Following an Insured Event under Section 1, Contingencies A-S only and the Rental Business carried on by You at the Premises stated in the Schedule being interrupted or interfered with the Underwriters will pay You the amount of loss arising as a result in accordance with the following provisions.

The insurance is limited to loss due to;

- i. loss of Gross Rentals
- ii. increase in cost of working

and the amount payable as indemnity thereunder shall be;

1. the amount by which the Gross Rentals during the Indemnity Period shall in consequence of the Damage fall short of the Standard Gross Rentals
2. the additional expenditure necessarily and reasonably incurred including the cost of re-letting the Premises (including legal fees) for the sole purpose of avoiding or diminishing the loss of Gross Rentals which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction in Gross Rentals thereby avoided

less any sum saved during the Indemnity Period in respect of such charges or expenses of the Business as may cease or be reduced in the consequence of the Damage provided that;

1. payment shall have been made or liability admitted under Section 1 of this Certificate in respect of such Damage
2. if the Sum Insured by this Section be less than the Annual Gross Rentals (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

You must show that but for the Damage Gross Rentals would have been earned and You will be required to support a claim for loss of Gross Rentals by submitting reasonable evidence of the amount of Gross Rental and the date from which it would have been earned.

The Underwriters will have regard;

1. to actual negotiations with prospective tenants both before and after Damage
2. for demand for similar accommodation in the locality
3. of the general level of rents applying

If required by Underwriters, a professional valuer acceptable to both You and Underwriters will be appointed to provide a report to determine that the amount of Gross Rental being claimed is reasonable and such fees will be included in the indemnity under this Clause.

Alternative Accommodation

If the premises are damaged and made uninhabitable due to an Insured Event under Section 1, we will pay any sum which you are liable to pay for ground rent for a period not exceeding six months.

The Underwriter will pay for any reasonable additional expenses necessarily incurred for your alternative accommodation during the period necessary to restore the premises to a habitable condition.

Such payment shall not exceed 20% of the building sum insured and subject to a maximum indemnity period of six months.

Limit of Liability

The maximum amount payable during any Period of Insurance under this Section is the Sum Insured shown in the Schedule.

Other Insurances

If at the time of any Damage resulting in a loss under this Section there be any other insurance effected by or on Your behalf covering such loss or any part of it the liability of the Underwriters hereunder shall be limited to its rateable proportion of such loss.

Payments on Account

In the event of loss the Underwriters will make monthly payments on account during the Indemnity Period to You if desired.

Professional Accountants Charges

The Underwriters will indemnify You in respect of reasonable fees payable by You to Your professional accountants for producing any particulars or details contained in Your Business books or documents or other such proofs information or evidence as the Underwriters may require under the terms of the Claims - Your Duties section of the Certificate Conditions and reporting that such particulars or details are in accordance with Your Business books or documents.

Rent Free Period

If at the date of the Damage any Premises are subject to a rent-free period under the terms of the lease then the Indemnity Period stated in the Schedule shall be adjusted by adding the unexpired portion of the rent-free period to the number of years shown in the Schedule provided that the Underwriters liability does not exceed the Sum Insured stated.

Value Added Tax

To the extent that You are registered with and accountable to or should, according to the applicable laws at the time, be registered with and accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.

Definitions

a. Contingencies

Any loss, destruction or damage as insured by Section 1 Material Damage and which is specified under Contingencies A-S therein

b. Indemnity Period

The period beginning with the occurrence of the DAMAGE and ending not later than the Maximum Indemnity Period thereafter during which results of the Rental Business shall be affected in consequence of the DAMAGE

c. Maximum indemnity Period

As stated in the Schedule

d. Premises

Any premises owned or occupied by the Insured at which property is stated to be insured in Section 1 of the Policy

Special conditions

Cover Avoided

This cover shall be avoided if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless admitted by the Company in writing.

Extensions

the following Extensions shall apply to this Section but the liability under each shall be limited to €10,000 in respect of any one occurrence unless specifically amended in the Schedule

Note that these extensions are not applicable when basis of cover is Increase in Cost of Working

Damage as insured by this Cover includes

1. Prevention of Access

Property in the vicinity of the Premises destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto whether the Premises or property of the Insured therein shall be damaged or not but excluding destruction of or damage to property or any public utility from which the Insured obtains supplies or services

2. Public Utilities

Property at any

- a. Generating station or sub-station of the public electricity supply undertaking
- b. Land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c. Waterworks or pumping station of the public water supply undertaking
- d. Land based premises of the public telecommunications undertaking from which the Insured obtains electricity gas water or telecommunications services

3. Transits

Property of the Insured whilst in transit by road rail or inland waterway but excluding impact cover in respect of the conveying vehicle

Exclusions

Infectious Disease / COVID-19 Exclusion

Notwithstanding any provision to the contrary, this reinsurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following -including any fear or threat thereof, whether actual or perceived - :

1. Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or
2. Coronavirus (COVID-19) including any mutation or variation thereof; or
3. Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

Underinsurance

If the Sum Insured or Rent Receivable by this Cover is less than the Annual Rent Receivable (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Rent Receivable

The money paid or payable to the Insured for accommodation and services provided in course of the business Premises.

Annual Rent Receivable

The Rent Receivable during that period in the twelve months immediately before the date of the DAMAGE

Standard Rent Receivable

The Rent Receivable during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period

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

SECTION 3 - LIABILITIES

Property Owners Liability

Cover

Following an **Insured Event** The **Underwriters** will indemnify **You** against all sums **You** shall become legally liable to pay as damages and claimants costs and expenses arising out of events occurring during the **Period of Insurance** in the course of the **Business** causing accidental;

- a. **Injury** to any person other than an **Employee**
- b. **Damage** to material property
- c. nuisance or trespass, obstruction, loss of amenities or interference with any right of way, air, light or water or other easement
- d. wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy occurring within the **Territorial Limits**

Additional Persons Insured

This Section shall extend to include in the event of the death resulting from **Injury** of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.

At **Your** request the **Underwriters** will indemnify under the terms of this Section **Your** directors or **Employees** in respect of liability arising in connection with the ownership of the **Premises** described in the **Schedule**

Provided always that;

- a. each such additional person insured shall as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- b. the **Underwriters** shall retain the sole conduct and control of all claims.

Compensation for Court Attendance

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

- a. any director or partner of EUR 300
- b. any **Employee** EUR 130

Corporate Manslaughter and Corporate Homicide Act

Cover under this Section extends to Indemnify **You** in respect of legal costs and expenses incurred with **Underwriters'** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under a Corporate Manslaughter and Corporate Homicide Act or any equivalent legislation committed or alleged to have been committed during the **Period of Insurance** in the course of the **Business**. Provided always that:

- a. **Underwriters'** liability under this extension shall not exceed € 10,000 in any one **Period of Insurance** or the **Limit of Indemnity** stated in the **Schedule** whichever is the lesser. This limit will form part of and not be in addition to the **Limit of Indemnity** stated in the **Schedule**
- b. This Extension shall apply only to proceedings brought in Ireland.
- c. **Underwriters** must consent in writing to the appointment of any solicitor or counsel who are to act for and on **Your** behalf
- d. You shall give immediate notice to **Underwriters** of any summons or other process served upon **You** which may give rise to proceedings under this Extension
- e. In relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f. **Underwriters** shall be under no liability;
 - i. Where **You** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge or equivalent charge
 - ii. In respect of fines or penalties of any kind
 - iii. In respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of breach of;
 - a. The Welfare and Safety at Work Act
 - b. Food Safety Authority of Ireland Act, 1998 or any regulations made thereunder
 - c. The Consumer Protection Act 2007 or any regulations made thereunder
 - iv. Where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- g. Where the **Underwriters** have already indemnified **You** in respect of legal costs or expenses incurred in the defence of

any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with the corporate manslaughter or corporate homicide under another section of the **Policy** the amount paid under that section will be taken into account in arriving at the **Underwriters'** liability payable under this extension.

Cross Liabilities Clause

If more than one of **You** is referred to in the **Schedule** each of **You** so named shall be considered as a separate and distinct entity and the word **You** shall be construed as applying to each of **You** in the same manner as if a separate **Policy** had been issued to each.

Provided always that the liability of the **Underwriters** for all damages payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed in the aggregate the **Limit of Indemnity** stated in the **Schedule** irrespective of the number of insured parties involved.

Data Protection Act

The **Underwriters** will indemnify **You** in respect of liability arising under the Data Protection Act 1984

Provided that;

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

The **Underwriters** shall not be liable in respect of;

- a. the recording or provision of data for reward or for determining the financial status of any person
- b. any liability which arises as a result of a deliberate act or omission of **You** and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission

The total liability of the **Underwriters** including all costs and expenses in this respect shall not exceed EUR 300,000 during any one **Period of Insurance**, such amount being included within and not additional to the **Limit of Indemnity**

Discharge of Liability Clause

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

Limit of Liability

The liability of the **Underwriters** for all damages payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the **Limit of Indemnity** stated in the **Schedule** irrespective of the number of insured parties involved. In addition the **Underwriters** will pay;

- a. all other defence costs and expenses (including criminal charges brought under the Safety Health and Welfare Act 2005) incurred with their prior written consent provided that:
 - i. the proceedings relate to the health, safety and welfare of persons other than **Employees**
 - ii. the **Underwriters** will not indemnify **You** in respect of:
 1. fines and penalties
 2. costs or expenses insured elsewhere

any one **Period of Insurance**, such amount being included within and not additional to the **Limit of Indemnity**.

Property Owners Liability Exclusions

The **Underwriters** shall not be liable under this Section for:

1. Any liability assumed by **You** by a contract or agreement entered into by **You** and which would not have attached in the absence of such agreement
2. Loss of or **Damage** to;
 - a. property belonging to **You**
 - b. property which is leased, let, rented, hired or lent to or which is the subject of a bailment to **You**
3. **Injury**, loss or **Damage** caused by or in connection with or arising out of the ownership, possession or use by or on behalf of **You** of any;
 - a. Aircraft, hovercraft or watercraft mechanically propelled vehicle or trailer attached thereto (other than motorised garden implements whilst stored at the **Premises** or being used to maintain the land at the **Premises** described in the **Schedule**) and, any liability for which compulsory motor insurance or security is required under a Road Traffic Act or other compulsory road traffic act legislation.
 - b. lift, elevator, hoist, crane, steam boiler or other apparatus operating under pressure, for which a statutory inspection certificate is required but not in force at the time of the **Injury**, loss or **Damage**
4. any sums for which **You** are/or becomes liable to pay as a result of any claim(s) made against **You** or for any associated

defence costs or expenses of any kind from any liability arising directly or indirectly out of;

- a. loss or alteration or **Damage** to, and/or
 - b. a reduction in the functionality availability or operation of a computer system or programme, hardware, data information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of **Your** e-activities.
5. For the purpose of this exclusion, e-activities means any use of electronic networks including the internet and private networks, intranets, extranets, electronic mail, worldwide web and similar medium carried out by the Insured or by any person, persons, partnership, firm or company acting for **You** or on **Your** behalf
 6. any sums **You** are/or become liable to pay but for the existence of the Section would be covered elsewhere except in respect of any excess beyond the amount payable under such other insurance had this insurance not been effected.
 7. There is no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of kids play area/activity area unless specifically agreed with the Underwriter in writing prior to cover

Section 4 - Legal Protection Section

THE MEANING OF WORDS IN THIS SECTION

appointed representative

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

business

As shown in the policy schedule.

costs and expenses

- 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. **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.

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

- i. the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a full day is eight hours.
- ii. if the **insured person** works full time, the salary or wages for each full day equals 1/250th of the **insured person's** yearly salary or wages.
- iii. if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

countries covered

For insured incidents **1 Legal Defence (excluding 1(4) (Statutory notice appeals)** The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents the Republic of Ireland.

ARAG Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a no win, no fee agreement. Where a law firm is acting as an **appointed representative** the amount is currently up to a maximum of €150 per hour.

date of occurrence

- a. For civil cases 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 **1 Legal Defence 4 Statutory notice appeals**, the date when the **insured person** is issued with the relevant notice and has the right to appeal.

insured person

You and the directors, partners, managers, employees and any other individuals declared to **us** by **you**. Please note this section will only cover an **insured person** in respect of an insured incident arising in direct connection with the activities of the **business** shown in the schedule. It does not cover an **insured person's** interest in any other business, commercial enterprise, trade or profession.

insurer

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

period of insurance

The period for which **we** have agreed to cover the **insured person**.

preferred law firm

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

- a. For civil cases, the prospects that the insured person will recover losses or damages (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%.

we, us, our, ARAG

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

you, your

The business that has taken out this section (shown as the policyholder in the policy schedule).

WELCOME TO ARAG COMMERCIAL LEGAL PROTECTION

Thank **you** for purchasing this **ARAG** commercial legal protection cover. To make sure that **you** get the most from **your ARAG** cover, please take time to read the policy which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser. It will help if **you** keep the following points in mind:

HELPING YOU WITH YOUR LEGAL PROBLEMS

You can phone **us** any time on **1850 670 747** for advice on any commercial legal problem subject to the laws of the Republic of Ireland, UK, Isle of Man and Channel Islands affecting **your business**.

MAKING A CLAIM

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, please phone **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 to 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**, but sometimes **we** deal with them ourselves. Claims outside the Republic of Ireland may be dealt with by **ARAG** offices elsewhere in Europe.

WHEN WE CANNOT HELP

Please do not ask for help from a solicitor, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

HOW TO MAKE A COMPLAINT

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**. **You** can also phone **us** during standard office hours on **01 670 7470** or email **us** at customerrelations@arag.ie. Details of our internal complaint handling procedures are available on request.

If **you** are still not satisfied **you** can contact the Insurance Division of the Financial Services and Pensions Ombudsman at **3rd Floor | Lincoln House | Lincoln Place | Dublin 2 | D02 VH29**. **You** can also contact them on **1890 882 090**. Website www.financialombudsman.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.

ARAG Legal Protection Limited is registered in Republic of Ireland number 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.

Website: www.arag.ie



Adrienne O'Sullivan, Chief Executive Officer, ARAG Legal Protection Limited

OUR AGREEMENT

This section, the policy schedule and any endorsement shall be considered as one document. The proposal or any information supplied by you shall be incorporated in the contract.

We agree to provide the insurance described in this section for you (or where specified, the **insured person**) in respect of any insured incident arising in connection with the **business** and in accordance with the operative covers shown in the schedule, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section and schedule, 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 WE WILL PAY

We will pay an **appointed representative**, on your behalf, **costs and expenses** incurred following an insured incident, provided that:

1. the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the limit of indemnity in the policy schedule
2. the most we will pay in **costs and expenses** is no more than the amount we would have paid to a **preferred law firm**. This will vary depending on the type of claim, but the hourly amount we will pay a law firm will be included within the **ARAG Standard Terms of Appointment**. These will be provided to you once we accept your claim, if it is necessary to issue legal proceedings and you choose your own **appointed representative** rather than using a **preferred law firm**. Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type we will pay up to a maximum of €150 per hour
3. in respect of an appeal or the defence of an appeal, you must tell us within the statutory time limits allowed that you want to appeal. Before we pay the **costs and expenses** for appeals, we must agree that **reasonable prospects** exist
4. for an enforcement of judgment to recover money and interest due to you after a successful claim under this policy, we must agree that **reasonable prospects** exist
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in **costs and expenses** is the value of the likely award
6. in respect of insured incident **1 Legal Defence (6) (attendance expenses)** the maximum we will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court pays.

WHAT WE 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 us.

For advice call 1850 670 747 and to make a claim call 01 670 7470

What is covered

Please also refer to our agreement on page 34.

LEGAL DEFENCE

At your request

1. **Costs and expenses** to defend the **insured person's** legal rights: **(a)** prior to the issue of legal proceedings when dealing with the Gardai, 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 your legal rights following civil action taken against you 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 **your**) 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** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or data processor by;
 - (1) An individual. **We** will also pay any compensation award in respect of such a claim.
 - (2) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **we** 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 businesses application for registration. Provided that: (a) In respect of 5(a)(1) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **us**. (b) 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. Please see policy exclusion 3, page 35.
6. **We** will pay the **attendance expenses** of an **insured person** for jury service or attending any court or tribunal at the request of the **appointed representative**.

Provided that: *For each of the above sections of **Legal Defence** cover **you** request **us** to provide cover for the **insured person**.*

What is not covered

Please also refer to the section exclusions on page 36.

A claim relating to the following:

1. An **insured person** driving without valid motor insurance.
2. Any claims arising from parking or obstruction offences.
3. 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.*

4. An appeal against the imposition or terms of any Statutory Notice issued in connection with **your** licence.
5. 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.*

6. (a) the loss, alteration, corruption or distortion of, or damage to stored personal data, or (b) 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.

SECTION EXCLUSIONS

We will not pay for the following:

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.

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 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

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 claim relating to written or verbal remarks that damage the insured person's reputation.

13. Bankruptcy

Any claim where either at the start of, or during the course of a claim, you:

- a. are declared bankrupt
- b. have filed a bankruptcy petition
- c. have filed a winding-up petition
- d. have made an arrangement with your creditors
- e. have entered into a deed of arrangement
- f. 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 section is for the excess applied under the other policy.

SECTION CONDITIONS

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 **we** would have paid if they had agreed to the **ARAG Standard Terms of Appointment** and, in those circumstances, **you** would be liable for **costs and expenses** which exceed those included within the **ARAG Standard Terms of Appointment**. These will be provided to **you** once **we** accept **your** claim, if it is necessary to issue legal proceedings and **you** choose **your own appointed representative** rather than using a **preferred law firm**. Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type, **we** will pay up to a maximum of €150 per hour.
- d. The **appointed representative** must co-operate with **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 **you** 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, **we** may refuse to pay further **costs and expenses**.
- c. **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **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 their 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 **we** have to pay and must pay **us** 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 re-claim any **costs and expenses** paid by **us**.
- b. If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. **We** will pay any **costs and expenses** and compensation awards, **we** have agreed to, up to the date cover was withdrawn.

7. Disputes

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small business **you** can contact the Financial Services and Pensions Ombudsman for help. Details available from www.financialombudsman.ie. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** 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 you to get at your 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 you 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 you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

9. Keeping to the section terms

An insured person must:

- a. keep to the terms and conditions of this section
- b. notify us immediately of any alteration which may materially affect our assessment of the risk
- c. take reasonable steps to avoid and prevent claims
- d. take reasonable steps to avoid incurring unnecessary costs
- e. send everything we ask for in writing, and
- f. report to us full and factual details of any claim as soon as possible and give us any information we need.

10. Fraudulent claims

We will, at our discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or we will not pay the claim if:

- a. a claim the insured person has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
- b. a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of our fraud prevention measures we will, at our discretion, also share information with other parties such as the Gardai, government bodies and anti-fraud organisations.

12. Claims under this section by a third party

Apart from us, you are the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it.

13. Other insurances

If any claim covered under this section is also covered by another policy or would have been covered if this section did not exist, we will only pay our share of the claim even if the other insurer refuses the claim. This section does not operate to cover excess claims. (Please refer to section exclusion 15).

14. VAT Registration

Where you are registered for VAT, any claims payment made under this section will be paid net of VAT.

15. Law that applies

This section will be governed by the laws of the Republic of Ireland. All Acts of the Oireachtas within this section wording shall include any subsequent amendment or replacement legislation.

PRIVACY STATEMENT

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our 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. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

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

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

Keeping personal information

We 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 we hold personal data including the right to a copy of the personal data we 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 we will not be able to delete personal data, please refer to our full privacy statement.

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HELPLINE SERVICES

We provide these services 24 hours a day, seven days a week during the period of insurance. To help us check and improve our service standards, we may record calls, other than those to the counselling service.

COMMERCIAL LEGAL ADVICE Call 1850 670 747

We will give you confidential legal advice 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 advisor. However if this is not possible they will arrange a call back at a time to suit you.

Our legal advisors provide advice on the laws of the Republic of Ireland 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, we will refer you to one of our specialist advisors.

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 calls are made outside these times, we will call you back.

HEALTH & MEDICAL INFORMATION SERVICE Call 1890 254 164

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

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

COUNSELLING Call 1850 670 407

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

We will not accept responsibility if the Helpline Services fail for reasons we cannot control. Please do not phone us on the above numbers to report a general insurance claim.