

**optis**  
insurance



**Optis Real Estate Insurance**  
**Policy Document**  
September 2022

A man with wavy blonde hair and a light beard is wearing a dark navy blue suit jacket over a white button-down shirt. He is holding a white folder or laptop under his left arm and looking off to the side. The background is a blurred city street with a modern building and some greenery.

# **Optis** **Real Estate**

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# Welcome to your Optis Real Estate policy

## Thank you for choosing Optis

Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explained or believe this contract does not meet **your** needs, please contact **us**.

## Your policy

**Your policy** is divided into a number of sections. The sections of cover that apply are shown under **your** cover summary which is in the schedule. **Your** cover summary contains a list of sections available, but only those shown as 'insured' apply. Where a section does not apply **your** cover summary will state that it is 'not insured' and this section will not be included within the **policy**.

The **policy** describes the cover for which **we** have accepted **your** premium. The **policy** wording, schedule and any endorsements must be read together.

**Your policy** is renewable provided **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print. Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the **policy** conditions and any conditions of cover that are applied to each section.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

# Your Policy

## Your policy

Welcome to **your** Optis Real Estate **policy** and thank **you** for choosing Optis.

The information **you** have given forms part of the contract of insurance with **us**. **Your policy, policy** schedule and endorsements are evidence of that contract. **You** should read these carefully and keep them in a safe place.

In return for having accepted **your** premium **we** will provide insurance as described in the following pages of **your policy**.

**Your policy** wording is divided into a number of sections and must be read together with **your policy** schedule. Where a section does not apply **your policy** schedule will state that cover is 'Not Insured'.

On behalf of AXA Insurance dac



Phil Bradley, Chief Executive,  
AXA Insurance dac

Registered number 136155. Registered  
office Wolfe Tone House, Wolfe Tone  
Street, Dublin 1

## Important

**We** recommend **you** read this **policy** with **your policy** schedule to make sure that it meets **your** needs. If **you** have any questions please contact **us** or **your** insurance broker.

Please read the complaints procedure in the Caring For **You** section.

**We** have designed **your policy** booklet to help **you** understand the cover provided.

**You** will find the following headings on many pages:

### What is covered

Under this heading **we** give detailed information on the insurance provided and this must be read with '**What is not covered**' at all times.

### What is not covered

Under this heading **we** draw **your** attention to what is not included in **your policy**.

### The law that applies to this policy

This **policy** shall be governed by and construed in accordance with the laws of The Republic of Ireland.

# Important Helplines

<b>24-hour Claims Helpline</b>	<b>(01) 858 3233</b>	If <b>you</b> need to make a claim please phone this number day or night.
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## **Making a claim**

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the Claim notification and Claims procedures condition of pages 8 of this document, headed **policy** conditions.

## **Making a complaint**

If **you** are not happy with the way a claim or any other matter has been dealt with, please read “Caring For **you**” on page 42 of this document.

### **AXA Insurance dac**

Registered number 136155  
Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1.

# Meanings Of Defined Terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used. There may be additional defined meanings in each section.

## Business

The **business** described in **your** schedule including

- 1 the management and upkeep of **your property** and land at the same address
- 2 providing and managing facilities primarily used for fire prevention, safety or security at **your property**
- 3 private work completed with **your** prior consent by an **employed person** for **your** directors, partners or officers
- 4 the sale or disposal of **business** assets.

## Employed person(s)

Anyone:

- 1 under a contract of service or apprenticeship with **you**
- 2 who is
  - a employed by **you** or for **you** on a labour only basis
  - b self employed
  - c hired to **you** or borrowed by **you** from another employer
  - d a voluntary helper or taking part in a work experience or training scheme and under **your** control or supervision.

## Excess

The first amount of any claim or claims for which **you** are responsible.

## Period of insurance

The period from the start date to the expiry date shown in **your** schedule.

## Policy

The **policy** and , schedule, statement of fact and any endorsements attached or issued.

## Policy territories

Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.

## Premises

**Premises** shown in **your** schedule.

## Property

The **buildings** at the address(es) shown in **your** schedule.

## We/us/our

AXA Insurance dac or the broker acting on our behalf

## You/your/yourself

Person(s), firm, company or organisation shown in **your** schedule as the insured.

# Policy Conditions

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

- 1 Cancel **your policy**
- 2 Declare **your policy** void (treating **your policy** as if it had never existed)
- 3 Change the terms of **your policy**
- 4 Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

There are additional conditions under each section of cover.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Where **your policy** contain conditions that specify circumstances whereby non-compliance at the time of loss will mean that **you** will not receive payment for a claim, **you** will be covered, and **we** will pay **your** claim if the non-compliance with that condition could not have increased the risk of the loss which actually occurred in the circumstance in which it occurred.

## Arbitration

If there is a dispute, controversy or claim between **you** and **us** under this **policy** in respect of

- 1 the interpretation or application of any provision of The Contract of Insurance
- 2 Our liability under The Contract of Insurance to make a payment in respect of a claim made by **you**
- 3 the amount (if any) **we** offer to pay in respect of a claim or
- 4 any other matter relating to the contract of insurance such dispute controversy or claim shall within 12 months of the dispute, controversy or claim arising be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions. If **you** and **us** cannot agree upon the joint appointment of an arbitrator, the President of the Incorporated Law Society of Ireland

will make a decision upon the identity of the arbitrator and that decision will be final and binding on both parties

If the dispute, controversy or claim is not referred to arbitration within 12 months **we** will assume **You** have abandoned the dispute, controversy or claim.

## Business Failure condition

This **policy** will automatically cease if the **business** is wound up, carried on by a liquidator or receiver, or permanently discontinued.

## Cancellation condition

**You** can cancel the **policy** within fourteen working days of the date of the first **period of insurance** which is the “cooling off period”.

If **you** cancel during the cooling off period, **you** will be entitled to a full return of the premium paid.

**You** may also cancel **your policy** at any other time during the **period of insurance**. **We** will refund part of the premium paid, proportionate to the unexpired **period of insurance**.

- 1 **We** can cancel **your policy** at any time during the **period of insurance** by giving 14 days written notice to **your** last known address.

**We** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

- 2 **We** can cancel **your policy** immediately, without giving **you** notice if the premium has not been paid. If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance**, the annual premium remains due in full.

**We** will only refund premium provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

**We** do not have to offer renewal of **your policy** and cover will cease on the expiry date.

## Change in risk condition

**You** must tell **us** as soon as possible during the **period of insurance** of any change

- 1** to the **business**
- 2** in the person, firm, company or organisation shown in **your** schedule as the insured
- 3** to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

Any change that was not within the reasonable scope of the agreed business may not be accepted by **us** and claims may not be paid. In this case **your policy** will come to an end from the date of the change unless **we** agree in writing to accept an alteration

**We** do not have to accept any request to vary **your policy** if it is deemed to change the scope of the agreed contract. If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

## Claims notification condition

**You** must

- 1** promptly
  - a** give **us** notice of any circumstances which might lead to a claim under **your policy**
  - b** give **us** all the information **we** request
- 2** immediately
  - a** on receipt send **us** every letter, court order, summons or other legal document served upon **you**
  - b** tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **your policy**
  - c** notify An Garda Síochána of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

## Claims procedures condition

- 1** **You** must take or allow others to take practical steps to prevent further injury, loss or damage, recover **property** lost and otherwise minimise the claim.
- 2** At **your** expense **you** must provide **us** with
  - a** full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
  - b** any assistance to enable **us** to settle or defend a claim
  - c** details of any other relevant insurances.
- 3** **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.
- 4** Following a claim **you** must allow **us** or anyone authorised by **us**
  - a** access to **premises**
  - b** to take possession of, or request delivery to **us** of any **property** insured.
- 5** **You** may not abandon any **property** to **us**.
- 6** **We** will be allowed complete control of any proceedings and settlement of the claim.

**We** will not pay **your** claim where **you** have not complied with this condition.

## Contractual duties and proportionate remedies condition

**You** have a duty prior to the start of **your policy**, prior to any variation made during the **period of insurance** and prior to each renewal, to respond to all questions posed by **us** with complete honesty and with reasonable care.

If **you** respond to the questions posed by **us** in a negligent manner, without complete honesty and/or reasonable care, then **we** can elect one of the following remedies:

- 1** **We** will avoid the contract and refuse all claims, if **we** would not have entered into this contract based on honest and accurate information. **We** will return any premium paid; or
- 2** **We** will treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** responded honestly to the questions posed to **you**; or
- 3** **We** will reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We**

will divide the premium actually charged by the premium which **we** would have charged had **you** responded honestly to questions posed to **you** and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable.

If **you** have fraudulently responded to any of **our** questions or have been involved in any fraudulent activity, relative to this contract, **we** will void this contract from the start of the **policy**. If there is an active claim, this too will be avoided

### Fraud condition

**You** and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**:

- 1 knowingly makes a fraudulent or exaggerated claim under **your policy**;
- 2 knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
- 3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine)

**We** will:

- a refuse to pay the claim
- b declare **your policy** void from the date of the fraudulent act without any refund of premiums.

**We** may also inform An Garda Siochana of the circumstances.

### Law applicable condition

This **policy** shall be governed by and construed in accordance with the laws of The Republic of Ireland.

### Other insurance condition

If a claim is made under **your policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

- 1 a proportionate share of the claim  
or
- 2 an amount beyond that which is or would be payable under the other insurance.

### Reasonable care condition

**You** must take reasonable steps to

- 1 prevent or protect against injury, loss or damage
- 2 keep **your premises**, machinery, plant and equipment and all other **property** insured in good condition and in full working order
- 3 remedy any defect or any danger that becomes apparent, as soon as possible.
- 4 take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority

If required by **us**, **you** must allow access to **your premises** and/or activities of **your business** to carry out inspection or survey. **You** must complete any risk improvements that **we** ask for, within a reasonable period of time advised by **us**.

**We** will not pay **your** claim where **you** have not complied with this condition.

### Sanctions condition

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

### Subrogation (our rights) condition

**We** will be entitled to undertake in your name or on your behalf

- 1 the defence or settlement of any claim
- 2 steps to enforce rights against any other party before or after payment is made by us.

# General Policy Exclusions

## This policy does not cover

### 1 Changes in Water Table Level

This **policy** does not cover any damage or consequential loss attributable solely to change in the water table level.

### 2 Date Recognition

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip microprocessor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

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

### 3 Electrical Plant

**Damage** to or destruction of any electrical plant or electrical appliance such as dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own over-running short-circuiting excessive pressure or self-heating but should fire extend to and damage or destroy any other part of the plant or appliances or other **property** Insured hereby such damage or destruction is not excluded by the **policy**.

### 4 Heat Processes

Loss or damage to **property** due to its undergoing any process necessarily involving application of heat.

### 5 Northern Ireland Exclusion

Loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- i** riot civil commotion and (except in respect of loss or damage by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons
- ii** Terrorism as defined in the Terrorism Exclusion

In any action suit or other proceedings where **we** allege that by reason of this definition any loss or damage is not covered by this **policy** the burden of proving that such loss or damage is covered shall be upon **you**.

### 6 Pollution and Contamination (not applicable to Liabilities Section)

This **policy** does not cover loss destruction damage consequential loss or liability caused by or arising from **pollution** or contamination except (unless otherwise excluded) destruction of or damage to the **property** insured caused by

- a** **pollution** or contamination which itself results from a contingency hereby insured against
- b** any contingency hereby insured against which itself results from **pollution** or contamination.

### 7 Pressure Waves

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

## 8 Requisition or Confiscation of property

Loss or damage occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority.

## 9 Electronic risks exclusion

Notwithstanding any provision to the contrary within this **policy**, **we** will not cover **you** for any liability, loss, damage, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

- 1 **Damage** to or the destruction of or loss of use of or reduction in functionality of any **computer systems**; or
- 2 any alteration, modification, distortion, erasure, access to, acquisition, removal, exfiltration, loss, corruption or loss of use or reduction in functionality of **electronic data**.

In each case whether **your** property or not, where any circumstance as set out in 1 and/ or 2 above is directly or indirectly caused by or contributed to by or arises out of or is occasioned by or results from or is connected with a **virus or similar mechanism** or **hacking** or **phishing** or a **denial of service attack**, or the threat of, or hoax in relation to, any of those perils, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

**We** will also not cover **you** for any liability, loss, damage, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

- (i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems** or **electronic data**; or
- (ii) any partial or total unavailability or failure, or series of related partial or total unavailability or failures, to access, process, use or operate any **computer systems** and/or **electronic data**.

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

This exclusion is not applicable to claims under the Employer's Liability section of this **policy**.

Additional definitions are:

### Computer Systems

Any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

### Damage

Accidental physical loss, destruction or damage.

### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems. Denial of service attacks include, but are not limited to, the generation of **excess** traffic into network addresses, the exploitation of system or network **weaknesses**, the generation of **excess** or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems.

### Electronic Data

Electronic data shall mean facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

### Hacking

Unauthorised access to any computer systems or electronic data, whether **your** property or not.

### Phishing

Any access or attempted access to electronic data made by means of misrepresentation or deception.

## Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, computer systems, data or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## 10 Terrorism Exclusion

Loss damage cost or expense of whatsoever nature (except so far as is necessary to meet the requirements of the Road Traffic Legislation) directly or indirectly caused by resulting from or in connection with:

- (a) Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (b) Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If **we** allege that by reason of this Exception any loss damage cost or expense is not covered by this **policy** the burden of proving the contrary shall be upon **you**. In the event any portion of this Exception is found to be invalid or unenforceable the remainder shall remain in full force and effect.

## Definition – Terrorism

For the purpose of this Exception an act of Terrorism shall mean an act including but not limited to the use of force or violence or damage to property and or threat thereof by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto), to intimidate and/or put the public or any section of the public in fear, create a health and safety risk to the public or any section of the public.

## 11 War and Nuclear Risks

- (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 or legal liability of whatsoever nature directly or indirectly caused by or arising from
  - i ionising radiation 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

regardless of any other cause contributing concurrently or in any other sequence to the loss.

An exclusion applies in respect of all property, on any site used or having being used for

- (i) The generation of nuclear energy; or
  - (ii) The production, use or storage of nuclear material
- (b) any contingency occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power regardless of any other cause contributing concurrently or in any other sequence to the loss.

# Material Damage Section

## Contents of this section

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## Meaning of defined terms

These meanings apply within **your** Material damage section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 6 of **your policy**.

## Building(s)

The **buildings** at the **property** shown in **your** schedule including:

- 1 landlords fixtures and fittings forming a permanent part of the structure
- 2 outbuildings, annexes, private garages, gangways, foundations or footings, swimming pools, tennis courts, squash courts, walls, gates, fences and hedges
- 3 yards, car parks, roads, pavements, paved terraces, patios, paths, drives
- 4 underground pipes and cables belonging to **you** or which **you** are responsible for
- 5 tenants improvements which **you** are responsible for
- 6 fixed glass in windows, doors, fanlights, skylights,
- 7 partitions and fixed sanitaryware.

## Contents

Fixtures and fittings at the **property** not forming a permanent part of the structure, furniture, furnishings, utensils and domestic appliances belonging to **you** or for which **you** are responsible as landlord but excluding

- a curios works of art antiques sculptures or rare books where the value of any one article exceeds €750
- b **property** more specifically insured.

## Consequential loss

Loss, resulting from interruption of or interference with the **business** as a result of **damage to property** used by **you**, at the **property**, for the purpose of the **business**.

## Damage/Damaged

Accidental physical loss, destruction or **damage**.

## Empty

Wholly unoccupied, mainly unoccupied or not in use by **you** or any of **your** tenants for more than 30 consecutive days.

## Flood

**Damage** caused by

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- 2 inundation from the sea
- 3 inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the **Building**.

## Standard construction

Brick, stone, metal or concrete built and roofed with slates, tiles, metal or concrete, and plastic roof lights.

## Vermin

Rats, mice, squirrels, owls, pigeons, foxes, bees and wasps or hornets.

## ✓ What is covered

### Material Damage cover

We will cover **you** for damage by any of the following Contingencies occurring during the **period of insurance** to any of the **property** detailed in **your** schedule. We will pay **you** for the value of the **property** at the time of its damage or for the amount of the damage, or at **our** option reinstate or replace the **property** or any part of it in accordance with the following Basis of claims settlement.

### Basis of claims settlement - Reinstatement

In the **event** of damage to **buildings** Insured, the basis upon which **we** will calculate the amount **we** will pay for any claim will be the reinstatement of the **property** lost, destroyed or damaged, as follows

Where such **property** Insured is

- i** lost or destroyed, **we** will pay for its rebuilding or replacement by similar **property** in a condition as good as, but not better or more extensive than, its condition when new
- ii** damaged, **we** will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, **we** will not pay more than **we** would have done if the **property** has been completely destroyed and **we** will take off an amount for wear and tear if the **buildings** are in a poor state of repair or decoration.

The work of reinstatement

- i** may be carried out on another site and in a manner suitable to **your** needs, but this must not increase **our** liability
- ii** must begin and be carried out as quickly as possible.

The following condition of Average will apply. If the Sum Insured at the time the damage occurred is less than the value of the property Insured at the time of rebuilding or replacement, the amount payable will be proportionately reduced and **you** will be liable to bear a proportionate share of the loss.

We will not make payment

- i** until **you** have incurred the cost of replacing or repairing the **property Insured**

- ii** if **you**, or someone acting on **your** behalf, have insured the property under another **policy** which does not have a similar basis of reinstatement
- iii** if **you** do not comply with any of the terms of this clause.

### Inflation protection cover

We will adjust the Property Damage sums insured under this section (excluding stock) at each renewal in line with suitable indices\* and the renewal premium for this section will be based on the adjusted sums insured.

\*For example the Society of Chartered Surveyors, CSO, The Department of Environment and the Consumer Price Index

### Contingencies

- 1** Fire excluding damage caused to any of the **property** insured by
  - i** explosion resulting from fire
  - ii** earthquake or subterranean fire
  - iii** its own spontaneous fermentation or heating
  - iv** its undergoing any heating process or any process involving the application of heat
- 2** Lightning
- 3** **a** Explosion
  - i** of boilers used for domestic purposes only
  - ii** of any boilers or economisers at the **premises**
  - iii** of gas used for domestic purposes only

but excluding damage caused by explosion as a result of earthquake or subterranean fire.

- b** Explosion excluding damage
  - i** caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus used for non domestic purposes where internal pressure is due to steam only and belonging to or under **your** control
  - ii** in respect of and originating in any vessel, machinery or apparatus or its **contents** belonging to **you** or under **your** control which requires examination to comply with any statutory regulations, unless that vessel, machinery or apparatus is covered by a **policy** or other contract

- providing the required inspection service
  - iii by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 4 Aircraft or other aerial devices or articles dropped from them, excluding damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 5 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding damage
  - a arising from confiscation, requisition or destruction by order of the government or any public authority
  - b arising from cessation of work
  - c (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 where any **Building** is **empty**
    - iii the **excess** as specified on the schedule for each and every claim in respect of each separate **premises**.
- 6 Earthquake
- 7 Subterranean fire
- 8 Storm excluding
  - a damage by **flood** whether resulting from storm or otherwise
  - b damage attributable solely to a change in the water table level
  - c damage by frost, subsidence, ground heave or landslip
  - d damage to movable **property** in the open, fences and gates
  - e the **excess** as specified on the schedule for each and every claim in respect of each separate **premises**.
- 9 **Flood** excluding
  - a damage attributable solely to a change in the water table level
  - b damage by frost, subsidence, ground heave or landslip
  - c damage to movable **property** in the open, fences and gates
- d the **excess** as specified on the schedule for each and every loss in respect of each separate **premises**.
- 10 Escape of water from any tank, apparatus or pipe excluding
  - a damage by water discharged or leaking from any automatic sprinkler installation
  - b damage where any **building** is **empty**
  - c caused by or consisting of wet or dry rot
  - d the **excess** as specified on the schedule for each and every claim in respect of each separate **premises**.
- 11 Impact by any road vehicle (including goods falling from them) or animal excluding the **excess** as specified on the schedule of each and every loss in respect of each separate **premises**.
- 12 Theft or attempted theft
  - a involving entry to or exit from the **Building(s)** or any part of the **Building(s)** used by **you** at the **premises** by forcible and violent means
  - b following assault or violence or threat of violence, to **you** or any of **your** partners, directors or employees or any member of **your** family, or any other person law fully at the **premises**
    - excluding
      - i the **excess** as specified on the schedule for each and every claim in respect of each separate **premises**
      - ii theft or attempted theft of **property** in the open or **property** not contained in a fully secured and locked **building**
      - iii theft or attempted theft where any **building** is **empty**.
- 13 Accidental escape of water from any automatic sprinkler installation in the **building(s)** not caused by
  - a freezing whilst the **Building** is **empty**, if it is in **your** ownership or tenancy
  - b explosion, earthquake, subterranean fire or heat caused by fire
- 14 Subsidence ground heave and landslip cover
 

**Your** schedule will show if this is covered. **We** will cover **you** for damage to the **property** insured caused by subsidence, ground heave or landslip of any part of the site on which the **building(s)** stands, but **we** will not cover

- a** damage to yards, car parks, roads, pavements, walls, gates and fences unless a **building** covered under this section is also damaged at the same time by the same contingency
- b** damage caused by or consisting of
  - i** the normal settlement or bedding down of new structures
  - ii** the settlement or movement of made-up ground
  - iii** coastal or river erosion
  - iv** defective design or workmanship or the use of defective materials
  - v** fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- c** damage which originated before the start of this cover
- d** damage resulting from
  - i** demolition, construction, structural alteration or repair of any **property**
 or
  - ii** ground works or excavation
- e** the **excess** as specified on the schedule for each and every claim in respect of each separate **premises**

### Special conditions applicable to Subsidence ground heave and landslip cover

- f** **You** must notify **us** as soon as possible if **you** become aware of any demolition, ground works, excavation or construction being carried out on any adjoining site and **we** will then have the right to vary the terms or cancel the cover.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim for subsidence, ground heave or landslip.

- 15** Destruction or damage by fire only of or to coal coke and wood caused by its own spontaneous fermentation heating or combustion provided there is nothing contained to the contrary in the contingencies.
- 16** Escape of oil from any fixed heating installation excluding
  - a** **damage** where any **Building** is **empty**
  - b** the **excess** as specified on the schedule for each and every claim in respect of each separate **premises**.

- 17** Any other damage occurring at **your premises** excluding
  - a** damage which is excluded under Contingencies 1 to 16 or under optional Contingency if covered or under 'What is not covered' of the Material damage section
  - b** damage caused by or resulting from
    - i** wear and tear, the action of light or atmosphere, moths, **vermin** or insects
    - ii** any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting
    - iii** corrosion, rust, dampness, deterioration, dryness, wet or dry rot, shrinkage, marring, or scratching
    - iv** wind, rain, hail, sleet, snow, dust or theft to boundary walls, gates, fences or moveable **property** in the open
    - v** subsidence, ground heave or landslip of any part of the site on which the **Building(s)** stands
    - vi** the normal settlement or bedding down of new structures
  - c** damage to **property** caused by or consisting of
    - i** inherent fault or defect, modification of flavour, colour or structure, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials or anything that happens gradually over time
    - ii** faulty or defective workmanship, operational error or omission by **you** or any of **your** employees.

But **we** will pay **you** for subsequent damage which results from an insured contingency covered elsewhere in the section

- a** the collapse or cracking of **Building(s)**
- b** the cost of normal maintenance, redecoration or repair
- c** damage caused by or consisting of
  - i** mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates
  - ii** joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers,

super heaters, pressure vessels or any range of steam and feed piping in connection with them.

But **we** will pay **you** for subsequent damage which results from an insured contingency covered elsewhere in the section

- d** the **excess** as specified on the schedule for each and every claim.

### Limit of cover

The most **we** will pay **you** for any item covered by this section is the sum insured shown in **your** schedule for **buildings**, plus index linking in line with the Inflation protection cover.

### Extensions of cover

#### Alternative residential accommodation cover

If a residential **building** or residential portion of a **building** is made uninhabitable or access to it is prevented by damage insured under this section, **we** will pay for:

- a** loss of rent receivable as defined in the Rental Income section of this **policy**
- b** the reasonable additional costs of comparable accommodation until the **building** is inhabitable or accessible.

The maximum **we** will pay in respect of any claim is 25% of the Sum Insured on the **building** in which the Residential Unit is contained. Payments will cease once reinstatement is complete.

Provided that this cover is not insured elsewhere.

#### Architects, surveyors, legal and consulting engineers fees cover

**We** will pay **you** for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent in the reinstatement or repair of the **property** as a result of its damage, but not for preparing any claim.

These costs are part of the overall **building** sum insured and **our** liability will not exceed the **building** sum insured noted in the **policy** schedule.

#### Cables and underground pipes cover

**We** will pay **you** for the costs incurred following damage (which **you** are responsible for) to fuel or oil pipes, cables (including overhead electricity and telephone cables), septic tanks and associated pipes, underground pipes and drains

(including inspection covers) on the **property** or connecting the **property** to the public mains. The most **we** will pay for any one claim under this cover is €2,000.

### Capital additions cover

**We** will cover **you** for

- 1** any newly acquired or newly erected **property** or **property** under construction (excluding any **property** which a **Building** contractor is responsible for) which is not insured elsewhere  
and
- 2** alterations, additions and improvements to **property** but not for any appreciation in value anywhere within the **policy territories**.

Provided that

- a** **you** give **us** details of the additions as soon as possible and **you** will ensure specific insurance is arranged with **us** from the date **you** became responsible
- b** the provisions of this cover will be fully maintained in addition to any specific insurance effected under a above.

The most **we** will pay under this cover for any one location is 20% of the total sum insured under this section or €650,000 whichever is lower.

### Contents of Common Parts

This term includes **contents** and furnishings owned by **you** or for which **you** are responsible whilst contained in the common parts of the **property** Insured.

**We** will not indemnify **you** in respect of

- 1** china or other fragile or brittle objects exceeding €750
- 2** computers and data processing equipment
- 3** curios, rare books, works of art or articles of antique furniture exceeding €750 in value any one article

unless specifically mentioned as insured in The Schedule.

The most **we** will pay is €25,000 any one claim.

## Contract Works

The insurance by each **buildings** item extends to include Contract Works to the extent to which **you** have contracted to arrange cover. This clause shall only apply in so far as the Contract Works are not otherwise insured and excludes the amount of **excess** as specified on the schedule.

The most **we** will pay for any one claim under this section is €50,000.

## Designation

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

## Drains clearance cover

**We** will cover **you** for the costs and expenses necessarily and reasonably incurred by **you** in clearing, cleaning and/or repairing drains, gutters and/or **sewers** to **your premises** for which **you** are legally responsible, following damage to **your premises**.

## European Community and public authorities cover

The cover for **Building(s)** and **contents** also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of

- 1 European Union Legislation.
- 2 Act of the Oireachtas.
- 3 Bye-Laws of any Public Authority

**We** will not indemnify **you** in respect of 1

- 1 Costs incurred
  - a in respect of loss or damage not insured by this Section
  - b where notice was served on **you** before the loss or damage occurred
  - c where an existing requirement must be completed within a stipulated period
  - d for **property** or parts of the **property**, other than foundations (unless foundations are specifically excluded), which have not suffered loss or damage.

- 2 any charge or assessment arising from capital appreciation following compliance with any legislation or Bye-Law.

The reinstatement of the **property** Insured

- 1 must begin and be carried out as quickly as possible
- 2 may be carried out on another site and in a manner suitable to **your** needs but this must not increase **our** liability.

**Our** liability for any one claim shall not exceed the insured shown for each **premises** in **your** schedule.

## Eviction of squatters expenses cover

**We** will cover **you** for legal expenses that **you** incur in pursuit of proceedings to evict squatters from **your property** with **our** prior written consent provided that such loss is not insured elsewhere. The most **we** will pay for any one claim under this cover is €7,500.

## Fire Brigade Charges

**We** will pay for fire brigade attendance fees charged by any local authority to **you** following damage at **your premises** caused by fire provided

- a the brigade arrive at **your premises**
- b the damage results in a loss payable under this Section

The maximum **we** will pay is €50,000 any one occurrence.

## Extinguishment and alarm resetting expenses cover

**We** will pay **you** for the cost of replacing and/or replenishing extinguishment materials when **you**, **your** employees or the fire brigade attempt to extinguish or minimise loss by fire. Provided that the costs and expenses cannot be recovered from the public authority responsible.

The most **we** will pay for any one claim under this cover is €7,500.

## Fly Tipping

**We** will cover **you** for the costs and expenses that **you** incur in removing **property** illegally deposited at **your property**.

The most **we** will pay is €5,000

Excluding

- a the removal of **property** that was illegally deposited before the inception of this **policy**.
- b the first €500 in respect of each and every claim.

## Glass breakage cover

**We** will, at **our** option, pay for or make good any breakage or malicious scratching of all internal or external fixed glass and fixed mirrors, belonging to **you** or for which **you** are responsible at the **property**. Provided that the glass and mirrors are in good condition and free from damage at the start of this **policy**. **We** will also pay for the cost of

- 1** boarding up and repair to associated framework, reasonably incurred as a result of an insured breakage. **You** may instruct builders or glaziers to board up where necessary without **our** prior consent
- 2** removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass.

## Illegal cultivation of drugs cover

**We** will cover **you** for the clean up costs and remedial works from the use of the **property** for the manufacture, cultivation, harvesting or processing by any other method of drugs classed as controlled substances under the Misuse of Drugs Act 1977 & 1984.

Provided that **you**

- 1** carry out internal and external inspections of the **buildings** at least every 3 months or as frequently as permitted under the tenancy agreement and
  - a** maintain a log of those inspections and retain that log for at least 24 months
  - b** carry out a 6 monthly management check of the inspections log
- 2** obtain satisfactory credit references from a licensed Credit Referencing Agency prior to granting the tenancy with the tenant having given permission for this information to be released in the event of a claim.
- 3** obtain and record details of **your** tenant's bank account and verify those details by receiving rental payments from that account
- 4** obtain and record a written formal identification of any prospective tenant
- 5** do not permit any sub-letting of **your property**.

If **you** do not comply with the above conditions **you** will not be covered and **we** will not pay **your** claim.

The most **we** will pay in any **one period** of insurance under this cover is €2,000.

## Inadvertent Omission to Insure

The insurance extends to include any **Building** within the **territorial limits** which **you** own or which **you** are responsible to insure which **you** have inadvertently failed to insure under this **policy**

- a** as soon as practicably possible after becoming aware of any **Building** not insured **you** shall arrange insurance with **us** with effect from inception of this **policy** or the date upon which the insurance should have been arranged whichever is the later and pay the appropriate additional premium.
- b** this clause shall only be effective if **we** are the sole provider of **buildings** insurance in respect of **your** properties owned in connection with the **business** as defined in the **Schedule** and where **you** have an obligation to arrange such insurance.

The most **we** will pay for any one claim at any single **premises** is €650,000

## Landscaped gardens cover

**We** will pay **you** for the cost of restoring any damage caused by the emergency services to landscaped gardens, which **you** are responsible for, when the emergency services are attending the **property** as a result of damage.

The most **we** will pay for any one claim for damage under this cover is €25,000.

## Loss minimisation and prevention expenditure cover

**We** will pay the costs and expenses necessarily and reasonably incurred by **you** or on **your** behalf to

- 1** prevent or minimise further damage at the **premises**
- 2** prevent damage threatened by the illegal deposit of combustible **property** in on or around the **premises**.

Provided that these costs are

- a** as a direct result of or directly related to the damage or threatened damage
- b** not more specifically insured under this or any other **policy**, bond, indemnity security or other legally binding contract
- c** incurred with **our** consent for any amount greater than €2,500 any one loss.

Provided that

- i **you** will be responsible for the first 10% of all costs payable or the excess as specified on the schedule whichever is the greater
- ii the most **we** will pay for this cover is €15,000 in any one **period of insurance**.

### Loss of keys cover

**We** will pay **you** for the cost of replacing external door locks after the loss of keys. Cover will extend to include replacement locks where there is reasonable evidence that keys have been duplicated by an unauthorised person.

The most **we** will pay for any one claim under this cover is €5,000.

### Loss of market value cover

**We** agree that

- 1 if **you** elect not to repair or rebuild the **buildings**, **we** will pay **you** the reduction in the market value of the **buildings** immediately following the damage but not exceeding the amount which would have been payable had the **buildings** been repaired or rebuilt
- 2 if as a result of damage **you** are required to rebuild or reinstate the **buildings** in a manner different from that immediately before the damage solely to comply with the Stipulations (as defined in the European Community and public authorities cover) and as a result there is reduction in market value of the **buildings** **we** agree to pay
  - a the cost of repairing or reinstating the **buildings**
  - b a cash settlement representing the reduction in market value so that the total payment made is no greater than the amount that would have been payable had the **buildings** been repaired or reinstated in an identical manner to their condition immediately before the damage.

Provided that the total amount recoverable under any item of the **policy** will not exceed its sum insured.

### Malicious damage and theft by tenants cover

**We** will cover **you** for malicious damage and loss by theft caused by **your** tenants provided that **you**

- 1 carry out internal and external inspections of the **buildings** at least every 3 months or as frequently as is permitted under the tenancy agreement and
  - a maintain a log of those inspections and retain that log for at least 24 months
  - b carry out a 6 monthly management check of the inspections log
- 2 obtain satisfactory credit references from a licensed Credit Referencing Agency prior to granting the tenancy with the tenant having given permission for this information to be released in the event of a claim
- 3 obtain and record details of **your** tenant's bank account and verify those details by receiving rental payments from that account
- 4 obtain and retain a written formal identification of any prospective tenant
- 5 do not permit any sub-letting of **your property**

If **you** do not comply with the above conditions **you** will not be covered and **we** will not pay **your** claim.

**We** will not pay **you** under this cover for

- 1 any amount recovered from the tenant or legally recoverable from the tenant whether recovered or not
- 2 damage occurring
  - a where the tenancy agreement is for 90 days or less
  - b while the **Building** is **empty**
- 3 damage caused by
  - a chewing, scratching, tearing or fouling by domestic pets
  - b **your** employees.

The most **we** will pay in any one **period of insurance** under this cover is €5,000.

### Mortgagees and other interests cover

The interest of the leaseholder(s), mortgagee(s) and tenant(s) in the individual portions of the **property** is noted and should be advised to **us** in the **event** of a claim.

In addition, **your** interest or the interest of the mortgagee(s) under this insurance will not be prejudiced by any act or neglect of the occupiers or mortgagors of any **buildings** where the risk of damage is increased without **your** or the mortgagees authority or knowledge. Provided that once **you** or the mortgagees are aware of the increased risk, **you** must give **us** written notice as soon as possible and pay any additional premium that **we** may require.

### Non-invalidation cover

**Your** interest or the interest of the mortgagee(s) under this insurance will not be prejudiced by any act or neglect of the occupiers or mortgagors of any **property** where the risk of damage is increased without **your** or the mortgagees authority or knowledge. Provided that once **you** or the mortgagees are aware of the increased risk, **you** must give **us** written notice as soon as possible and pay any additional premium that **we** may require.

### Reinstatement of sum insured after loss cover

In the **event** of loss, the sum insured by this section will be automatically reinstated from the date of the loss, unless **we** or **you** give written notice to the contrary.

Provided that in the **event** of reinstatement **you** will always

- a** pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
- b** apply any additional risk improvements which **we** may reasonably require.

### Reinstatement to match cover

**We** will cover **you** for the cost of replacement or modification of non damaged parts of the **buildings** that form part of a suite, common design or function where the damage is restricted to a clearly identifiable area or to a specific part.

Provided always that **our** liability will in no case exceed 10% of the declared value any one occurrence or the amount that would have been payable had the suite, common design or function been wholly destroyed, whichever is the less.

### Removal of debris cover

**We** will pay **you** for the costs and expenses necessarily incurred by **you** with **our** consent in

- 1** removing debris from
- 2** dismantling and/or demolishing
- 3** shoring up or propping

the portion or portions of the **property** insured as a result of damage. **We** will not pay for costs or expenses

- a** incurred in removing debris except from the site of the damaged **property** and the area immediately adjacent to the site
- b** arising from **pollution** or contamination of **property** not insured by this section.

Our liability for damage and removal of debris shall not exceed in total the Sum Insured for **buildings** and contents as specified in the schedule.

Where there is a specific item in the Schedule for removal of debris **we** will pay for costs or expenses incurred in removing debris only to the extent described in such item in the schedule and **our** liability shall not exceed the Sum Insured in respect of such item in respect of any one claim.

### Removal of debris (tenants contents) cover

**We** will pay **you** for the irrecoverable costs and expenses (where they are not insured elsewhere) incurred by **you** with **our** consent to remove the debris of tenants **contents** following damage.

**We** will not cover for costs or expenses

- 1** incurred in removing debris except from the site of the damaged **property** and the area immediately adjacent to the site
- 2** arising from **pollution** or contamination of other **property** not insured by this section.

The most **we** will pay for any one claim under this cover is €5,000.

### Removal of nests cover

**We** will pay **you** for any one claim for the cost of removing wasps, bees or hornets nests from the **property**.

The most **we** will pay for any one claim under this cover is €500.

## Removal of Vermin

We will pay **you** for any one claim for the cost of removing **vermin** from the **property** where the removal is required by a local authority.

The most **we** will pay for any one claim under this cover is €1,000.

## Seventy two hour cover

We will cover **you** for damage within 72 consecutive hours of and caused by the insured contingency of storm or flood as one claim, provided the insured Contingencies are covered by this section. **You** can decide when the 72 hour period starts as covered by this section, provided that damage occurred before the end of the **period of insurance**.

## Subrogation waiver cover

In the **event** of a claim under this section **we** agree to waive any rights, remedies or relief which **we** might have become entitled by subrogation against

- 1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
- 2 any company which is a subsidiary of a parent company of which **you** are a subsidiary in each case as defined by current law at the time of the damage
- 3 any tenant provided that
  - a the damage did not result from a criminal, fraudulent or malicious act of the tenant
  - b the tenant contributes to the cost of insuring the **property** against the event which caused the damage.

## Temporary Removal

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

The most **we** will pay is 15% of the sum insured in any one **period of insurance**.

## Theft of building fabric cover

We will pay **you** for

- 1 damage to the external fabric of the **property** as a result of theft or attempted theft
- 2 damage following entry of rainwater as a result of theft or attempted theft of the external fabric of the **property**.

We will not cover the **excess** as specified on the schedule for each and every loss after the application of any average condition.

This cover does not apply to any **property** which is **empty**.

## Trace and access cover

We will pay **you** for the reasonable costs that **you** incur in finding the source of damage and repairing it, caused by

- 1 the escape of water from any tank, apparatus or pipe
- 2 damage to cables, underground pipes and drains providing services to the **property** and for which **you** are legally responsible.

The most **we** will pay for any one **property** in any one **period of insurance** under this cover is €25,000.

## Tree felling or lopping cover

We will pay reasonable costs and expenses necessarily incurred in felling, lopping and removing trees for which **you** are legally responsible and which are an immediate threat to the safety of life or **property**.

Provided that **we** will not be liable:

- 1 for legal or local authority costs involved in removing trees
- 2 for costs incurred solely to comply with a preservation order
- 3 for the costs incurred in respect of routine maintenance.

The most **we** will pay under this cover is €500 any one claim and €2,500 in any one **period of insurance**.

## Transfer of interest cover

If at the time of damage **you** have entered into a contract to sell **your** interest in the **property** and the sale has not but is subsequently completed, the purchaser will have the full protection of this section on exchange of contracts, provided it is not covered by any other insurance.

## Unauthorised use of electricity, gas, oil and water cover

We will pay **you** for the charges that **you** are responsible for if gas, electricity, oil or water is discharged from a metered system, arising from unauthorised use by persons taking possession, keeping possession or occupying **property** without **your** authority.

Provided that **you** take all reasonable steps to terminate the unauthorised use as soon as it is discovered.

The most **we** will pay for any one claim under this cover is €15,000.

## Value added tax (VAT) cover

We will pay **you** for VAT, paid by **you** in respect of **buildings**, which is not recoverable. Provided that

- 1 a** **your** liability for the tax arises as a result of the reinstatement or repair of the **property** following damage
  - b** **we** have paid or have agreed to pay for the damage
  - c** if any payment made by **us** is less than the actual cost of the reinstatement or repair of the damage, then any payment under this cover, resulting from that damage, will be reduced by the same proportion
- 2** **your** liability for VAT does not arise from the replacement **property** having a greater floor area, or being better or more extensive than the damaged **property**
- 3** where the **property** is reinstated on another site **our** liability will not be higher than the amount of VAT that would have been payable had the **property** been rebuilt on its original site
- 4** **our** liability does not include amounts **you** have paid as penalties or interest for non payment or late payment of VAT
- 5** **you** have taken all reasonable precautions to insure adequately for VAT liability at the start of this **policy** and at each subsequent renewal date.

For the purpose of any condition of average, reinstatement costs will be exclusive of VAT. **our** liability may be more than the sum insured for a **property** where the additional amount is solely as a result of VAT.

## Day One Basis (Non Adjustable)

The sums insured shown in the schedule in respect of buildings and trade contents represent the declared value of each of the items subject to the Day One Basis memorandum.

The inflation provision applicable is as shown in the policy schedule

## Memorandum

The 'Declared value' provided in the schedule is the insured's assessment of the reinstatement costs of buildings and trade contents for the property insured. The 'Declared value' is to be provided at inception of cover and at each renewal thereafter. In the absence of such a declaration the value for the ensuing period of insurance is taken as the last amount declared.

The inflation provision selected is added to the declared value and caters for inflation during the period of insurance plus any subsequent rebuilding period.

Each item insured under this memorandum is declared to be subject to the condition of average as follows:

- i** If the declared value represents the correct insurable value of the property at inception of the period of insurance, then the condition of average is avoided at the time of loss
- ii** If the declared value of property is less than the insurable value of the property at the inception of the period of insurance, then the amount payable in the event of a loss is proportionately reduced (i.e. subject to average).
- iii** The declared value plus the inflation provision represents the insurer's maximum exposure in the result of a total loss.

Subject otherwise to terms conditions and exceptions of the policy.

## X What is not covered

### Aircraft or aerial devices exclusion

**We** will not cover damage caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### Collapse exclusion

**We** will not cover **you** for damage to the **Building** or structure caused by its own collapse or cracking other than for damage caused by a defined peril which is covered by this section.

### Excess exclusion

**We** will not cover the **excess** as specified on the schedule on each and every claim under this section.

### Faulty or defective workmanship exclusion

**We** will not cover **you** for damage caused by or consisting of faulty or defective workmanship, operational error or omission by **you**, any **employed persons** or anyone on **your** behalf, other than for damage caused by a defined peril which is covered by this section.

### Fraud and dishonesty exclusion

**We** will not cover damage which results from acts of fraud or dishonesty by **you**, **your** employees or any other person who is responsible for the **property** or results from voluntarily parting with title or possession of any **property** as a result of a fraudulent scheme, trick, device or false claim. But **we** will cover subsequent damage which itself results from an insured cause covered elsewhere in this **policy**.

### Illegal activities exclusion

**We** will not cover damage caused by **property** being used, by **you** or any occupants, for illegal activities other than the cover for damage provided for by the Illegal cultivation of drugs cover under the **buildings** section of this **policy**.

### More specific insurance exclusion

**We** will not cover **you** for any **property** more specifically insured by **you** or on **your** behalf.

### Unexplained loss exclusion

**We** will not cover **you** for loss, destruction or damage caused by or consisting of

- 1 disappearance, unexplained or inventory shortage
- 2 misfiling or misplacing of information.

### Penalties and fines exclusion

**We** will not cover any penalties or fines incurred by **you**.

### Defective materials and undamaged items exclusion

**We** will not cover the costs and expenses for repair or replacement of any defective materials or **undamaged** items.

### Bodily injury exclusion

**We** will not cover **you** for any losses, damage, costs or expense of any kind for bodily injury.

### Transmission and Distribution Lines Exclusion

**We** will not cover **you** for loss, destruction or damage to any kind of above or below ground conductors (e.g. transmission and distribution lines) including wires, cables, poles, scaffolding, pylons and masts or any property forming a part thereof or connected therewith and including substations and transformer stations unless such conductors for which the insured carries the risk are located no further than 1000 meters from an insured plant of this insured.

This exclusion includes but is not limited to conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual.

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. **However you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

### Change in tenancy condition

**You** must tell **us** of all changes in tenancy or occupation within the **property**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

### Contribution and average condition

If, at the time of the claim, there is any other **policy** covering the same **property**, **we** will only be responsible for **our** proportionate share.

If any other **policy** is subject to any average (under insurance) condition this **policy**, if not already subject to average, will be subject to average in the same way as the other insurance.

If any other **policy** has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the **property** insured.

### Construction of buildings condition

Unless otherwise stated the **buildings** described in **your** schedule must be of **standard construction**.

### Unoccupied premises condition

- 1** **you** must tell **us** immediately if **you** become aware
  - a** that the **property** is **empty**
  - b** of any damage to the **empty property** whether the damage is insured or not
- 2** the **property** must be inspected internally and externally at least once a **week** by **you** or on **your** behalf and a written record of the inspection is maintained by **you**
- 3** all refuse and waste materials must be removed from the interior of the **property** and no accumulation of refuse and waste is allowed in the adjoining yards or space owned by **you**
- 4** **you** must secure all external doors and accessible external windows are fitted with good quality locking devices and any alarm protection into effective operation

- 5** the gas, water and electricity supplies must be turned off at the mains (except electricity needed to maintain any fire or intruder alarm systems)
- 6** **you** must implement any additional protections that **we** may require within the time scale **we** specify
- 7** all damage to the **property** must be rectified immediately
- 8** letterboxes must be sealed to prevent insertion of material
- 9** Perimeter fences walls and gates must be kept complete and maintained
- 10** Unoccupied **buildings** must be kept clear both internally and externally of combustible materials and not be used for storage.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

### Explosion condition

**You** must ensure that any vessel, machinery or apparatus or its **contents** belonging to **you** or under **your** control, which need examination to comply with any statutory regulations, will have a contract providing the required inspection.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim

### Fire extinguishing appliances condition

If in relation to any claim for damage caused by or resulting from fire, **you** have failed to fulfil the following condition, **you** will lose **your** right to indemnity or payment for that claim.

**You** must maintain all fire extinguishing appliances on The **premises**, so far as **your** responsibility extends, in proper working order

### Reinstatement condition

If any **property** is to be reinstated or replaced by **us**, then **you** will at **your** own expense provide all the plans, documents, books and information that may be needed. **We** will not be required to reinstate the **property** exactly but only as circumstances permit and in a reasonable manner. **We** will not pay more than the sum insured for any one **property**.

## Workmen's condition

Joiners and other tradesmen are allowed on the **property** to make repairs or minor structural alterations without prejudice to this insurance provided that if the repairs or minor structural alterations involve the use of heat, **you** must ensure tradesmen have a hot work permit.

## Electrical inspection Condition

**You** must ensure that:

- a** the electrical system at the premises is inspected and tested by a Registered Electrical Contractor in accordance with National Standards Authority of Ireland (NSAI) I.S 10101 and a Periodic Inspection Report is issued following such inspection;
- b** any work specified on such certificate to ensure the electrical installation meets NSAI Regulations shall be carried out within the timescales indicated on the inspection certificate;
- c** a copy of each completion and inspection certificate is lodged with **us**;
- d** the electrical installation must be further inspected and tested within the timescale recommended on the completion and inspection certificate.
- e** this condition will not apply to retail premises or where the insured are not deemed to have responsibility for electrical installation maintenance.

Failure to comply with these requirements may result in a claim being declined or reduced.

## Inspection and cleaning of roofs and gutters Condition

**You** must ensure that :

- a** the roof areas, valley gutters and down pipes are inspected at least annually and any blockages or accumulations of loose debris be removed;
- b** the roof areas, valley gutters and down pipes are inspected at least annually and any blockages or accumulations of loose debris be removed;
- c** a record of inspections is kept and made available to the insurers for inspection if they so require.

## Roof maintenance Condition

As regards damage caused by, arising from or contributed to by insured peril of storm or tempest, you must ensure that:

- a** any flat felted roof portion of the within described premises will be inspected at least once every year by a qualified builder or property surveyor and any defect whether identified by that inspection or otherwise, be repaired immediately;
- b** any guttering shall be checked for blockages or defects by a competent person at inception and at six (6) monthly intervals thereafter and any remedial action be implemented immediately;
- c** and a record of all inspections shall be made and retained by **you**;

where **you** have responsibility for maintenance of the building as a freeholder or leaseholder or owner.

# Rental Income

## Section

### Contents of this section

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What is covered	28
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**Your** schedule will show if this section is covered.

### Meanings of defined terms

**You** can find the meanings for words in bold blue on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

### Notes

- 1 For the purpose of these definitions any adjustments implemented in current cost accounting will be disregarded.
- 2 To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax.
- 3 Adjustments will be made as necessary for trends of the **business** and for variations and 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 adjusted figure represents as closely as possible the results which would have been obtained during the relative period after the **damage**.

### Annual rental income

The rental income during the 12 months immediately before the date of the **damage**.

### Damage/damaged

Accidental loss or destruction or **damage** to **property** used by **you** for the purpose of the **business**.

### Empty

Wholly unoccupied, mainly unoccupied or not in use by **you** or any of **your** tenants for more than 30 consecutive days.

### Indemnity period

The period during which the **business** is affected beginning when the **damage** occurred and ending not later than the maximum indemnity period shown in **your** schedule.

### Rental income

The money paid or payable to **you** for tenancies and other charges for services provided in the course of **your business** at the **property**.

### Standard rental income

The rental income during the period in the 12 months (or a proportionately increased multiple, if the indemnity period exceeds 12 months) immediately before the date of the **damage** which corresponds with the indemnity period.

### Vermin

Rats, mice, grey squirrels, owls, pigeons, foxes, bees, wasps or hornets.

## ✓ What is covered

### Basis of Settlement - Loss of rental income

We will cover **you** for loss of **rental income** if the **property** insured under the Material **damage** Section is damaged during the **period of insurance** and as a result **your business** is interrupted or interfered with.

We will pay **you**

- 1 the difference between **your rental income** and the standard **rental income** during the **indemnity period** due to the **damage**
- 2 additional expenditure necessarily and reasonably incurred. This will include the cost of re letting the **property** and the associated legal fees in trying to avoid or limit the loss of **rental income** that, without the expenditure, would have taken place during the **indemnity period** because of the **damage**.

The amount **we** pay will not exceed the amount of the loss of **rental income** avoided less any **business** expense saved because of the **damage** during the **indemnity period**.

Provided that

- 1 **we** have made a payment or accepted liability under the Material **damage** Section of this **policy**
- 2 if the sum insured detailed in **your** schedule is less than **your annual rental income**, or a multiple of it where the maximum **indemnity period** shown in **your** schedule exceeds 12 months, then the amount **we** will pay **you** will be proportionately reduced
- 3 **Our** liability under this section will not exceed the sum insured shown in **your** schedule.

### Alternative trading cover

If during the **indemnity period** accommodation is provided other than at the **property**, for the benefit of the **business**, either by **you** or by others on **your** behalf, the money paid or payable for the accommodation will be taken into account in arriving at the **rental income** during the **indemnity period**.

### Boiler explosion cover

We will pay **you** for loss of **rental income** caused by **damage** resulting from the explosion of any boiler or economiser at the **property** belonging to **you** or under **your** control.

### Buildings awaiting sale cover

If at the time of the **damage** **you** have contracted to sell **your** interest in the **property** or have accepted a written offer to purchase **your** interest in the **property** subject to contract, and the sale is cancelled or delayed solely due to the **damage**, **we** will pay at **your** option either

- 1 during the period before the date when the **property** would have been sold the actual amount of the reduction in **rental income** solely as a result of the **damage**
- 2 during the period starting with the date when the **property** would have been sold and ending with the actual date of sale, or when the **indemnity period** ends if earlier, the loss of interest which is
  - a the interest incurred on capital borrowed (solely to offset, in whole or part, the loss of use of the sale proceeds) for the purpose of financing the **business**
  - b the investment interest **you** have lost on any balance of the sale proceeds (after deduction of any capital borrowed in 2a above)

less any amount received in **rental income**

- 3 the additional expenditure being
  - a the expenditure needed, and reasonably incurred as a result of the **damage**, solely to avoid or minimise the loss payable under 1 or 2 above, but not more than the amount of loss avoided by the expenditure
  - b the additional legal fees and other expenditure required as a result of the cancellation or delay due to the **damage**. This amount will not be more than the amount of the expenditure incurred immediately before the **damage** under 3a above or €50,000, whichever is less.

Provided that

- 1 **we** have made a payment or accepted liability under the Material **damage** section of this **policy**
- 2 **you** have made all reasonable efforts to complete the sale of the **property** as soon as reasonable after the **damage**.

### Capital Additions

We will cover **you** for rent in respect of

- a alterations, additions and improvements to **buildings**

- b** newly acquired or newly erected **buildings** within Republic of Ireland Northern Ireland and Great Britain, for no more than 20% of the Total Sum Insured or €50,000 whichever is the less, at any one **buildings**, provided that the **you** will
  - i** give details to **us** within ninety days of the commencement date of **your** interest in such Rent
  - ii** effect specific cover retrospective to such date, and
  - iii** pay the appropriate additional premium.

### Denial of access and loss or damage at managing agents premises' cover

**We** will cover **you** for loss of **rental income** resulting from interruption of or interference with the **business** as a result of **damage** by a cause covered under the Material **damage** section to

- 1** **property** within a 5 mile radius of **your property** which prevents or hinders the use of **your property**, or access to it, regardless of whether **your property** is damaged. This does not include any **damage to property** from which **you** obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services
- 2** **property** at managing agents' **premises**.

The most **we** will pay for this cover in any one **period of insurance** will not exceed €20,000.

### Failure of public supply cover

After the application of all other terms and conditions of the section **we** will cover **you** for the costs associated with any of the circumstances below.

The accidental failure of

- 1** the public electricity supply at **your** suppliers land based generating station or sub station.
- 2** the public gas supply at **your** suppliers land based **premises**
- 3** the public water supply at **your** suppliers land based waterworks or pumping station
- 4** the public telecommunications services at **your** suppliers land based **premises** but **we** will not cover.

- a.** any failure
  - i** which does not involve a cessation of supply for at least 24 hours
  - ii** that does not result from **damage** caused by a contingency noted in the material **damage** section
- b.** loss resulting from failure caused by
  - i** the deliberate act of any supplier or by them using their **power** to withhold or restrict supply or services
  - ii** strikes or any labour or trade dispute
  - iii** atmospheric or **weather** conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions.

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from **damage** is not covered by this section, it will be **your** responsibility to prove that they are covered. The maximum indemnity period for any one **period of insurance** under this cover shall not exceed 12 **weeks** commencing from the date of the **damage**. Our liability for any one **period of insurance** will not exceed €25,000.

### Inadvertent Omission to Insure

**We** will extend cover to include any **rental income** of any **Building** within the **Territorial Limits** which **you** own or which **you** are responsible to insure which **you** have inadvertently failed to insure under this **policy**.

Provided that:

- a** as soon as practicably possible after becoming aware of any **rental income** not insured **you** will arrange insurance with **us** with effect from inception of this **policy** or the date upon which the insurance should have been arranged whichever is the later and pay the appropriate additional premium.
- b** this clause will only be effective if **we** are the sole provider of **rental income** insurance in respect of **your** properties owned in connection with the **business** as defined in the Schedule and where **you** have an obligation to arrange such insurance.

The most **we** will pay for this cover in any one **period of insurance** will not exceed €200,000.

## Loss of attraction cover

**We** will indemnify **you** in respect of an interruption or interference with the business as insured under this Section following **damage** caused by an insured contingency to a **property** within a 1 mile radius of **your premises** which directly causes a loss of custom to the business.

The maximum indemnity period for any one **period of insurance** under this cover shall not exceed 12 **weeks** commencing from the date of the **damage**. **Our** liability for any one **period of insurance** will not exceed €25,000.

## Loss of investment income cover

If as a result of **damage we** are paying loss of **rental income** and the payment is made later than the date when **you** would normally have expected to receive the rent from the lessee, **we** will pay a further amount representing the investment interest **you** would have lost during the period of the delay.

## Murder, suicide or disease cover

**We** will cover **you** for any business interruption insured by this section caused solely and directly by;

- 1 A public authority order to close **your premises** as a result of an outbreak of any of the following diseases at **your premises**;

Acute Encephalitis  
Acute Poliomyelitis  
Anthrax  
Chicken Pox  
Diphtheria  
Dysentery  
Legionellosis  
Legionnaires' Disease  
Malaria  
Measles  
Meningococcal Infection  
Mumps  
Ophthalmia Neonatorum  
Paratyphoid fever  
Bubonic, Septicemic & Pneumonic Plague  
Rabies  
Rubella  
Tetanus  
Tuberculosis  
Typhoid Fever  
Whooping Cough  
Yellow Fever

- 2 the closing of the whole or part of the **premises** as a result of murder or suicide at the **premises** by order of a public authority
- 3 the closing of the whole or part of the **premises** by order of the public authority as a result of injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **premises**
- 4 the discovery of vermin in the **building(s)** that prevents the use of or part use of the **building(s)** by order of a public authority

**We** will not cover any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured.

Notwithstanding any other provision within this cover, **we** will not cover any disease or incident that the World Health Organization declares as a public health emergency of international concern or notes as a pandemic.

The **maximum indemnity period** for any one **period of insurance** under this cover shall not exceed 12 **weeks** commencing from the date of

- i the compulsory closing of the whole or part of the **premises** (in relation to clause 1 of this cover)
- ii the discovery of murder or suicide (in relation to clause 2 of this cover)
- iii the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
- iv the order of the public authority (in relation to clause 4 of this cover).

**Our** liability will not exceed €25,000 in any one **period of insurance**.

For the purposes of the cover provided under this cover clause, any references to **damage** or **incident** within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions and conditions shall be read as if they **were** references to the cover provided under clauses 1 to 4 above.

## Professional accountants cover

**We** will pay **you** for the reasonable charges that **you** have to pay

- 1 to professional accountants for producing the particulars or details or any other proofs, information or evidence that **we** may require under the Claims procedures condition and

reporting that these particulars or details are in accordance with **your** accounting records, other **business** books or documents

- 2 to **your** lawyers for determining **your** contractual rights under any rent cessor clause or insurance break clause contained in the lease.

**We** will not cover fees for any other purposes or for the preparation of any claim.

### Reinstatement of sum insured cover

In the **event** of loss, the sum insured by this section will be automatically reinstated from the date of the loss unless **we** or **you** give written notice to the contrary.

Provided that in the **event** of reinstatement **you** will always

- 1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
- 2 apply any additional risk improvements which **we** may reasonably require.

### Rent review cover

Where the **rental income** is subject to a rent review during the **period of insurance** then the sum insured by this section will automatically be increased to reflect the revised amount up to a maximum increase of 200% of the **rental income** sum insured stated in **your** schedule. **We** will not charge extra premium for increases during the current **period of insurance** provided that prior to renewal **you** tell **us** of the revised **rental income** for the next **period of insurance**.

### Subrogation waiver cover

In the **event** of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

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

in each case as defined by current law at the time of the **damage**

- 3 any tenant provided that
  - a the **damage** did not result from a criminal, fraudulent or malicious act of the tenant
  - b the tenant contributes to the cost of insuring the **property** against the event which caused the **damage**.

### Transfer of interest cover

If at the time of **damage you** have entered into a contract to sell **your** interest in the **property**, and the sale has not, but is subsequently completed, the purchaser will have the full protection of this section on exchange of contracts, provided it is not covered by any other insurance.

## X What is not covered

### Public services exclusion

**We** will not cover loss of **rental income** resulting from **damage** caused by or resulting from the deliberate act of withholding the supply of water, electricity, gas or fuel supply or telecommunication services.

But **we** will pay **you** for

- 1 **damage** which results from a cause 1 to 9 under the Material **damage** section.
- 2 subsequent **damage** which itself results from a cause not excluded elsewhere in the **policy**.

### Transmission and distribution lines exclusion

**We** will not cover **you** for loss, destruction or **damage** to any kind of above or below ground conductors (e.g. transmission and distribution lines) including wires, cables, poles, scaffolding, pylons and masts or any property forming a part thereof or connected therewith and including substations and transformer stations unless such conductors for which the insured carries the risk are located no further than 1000 meters from an insured plant of this insured.

This exclusion includes but is not limited to conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual.

It is understood and agreed that public utilities extensions and/or suppliers extensions and/or contingent business interruption coverages are not subject to this exclusion, provided that these are not part of a transmitters' or distributors' **policy**.

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will

be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred. If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

### Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

### Contribution and average condition

If, at the time of the claim, there is any other **policy** covering the same **rental income**, **we** will only be responsible for **our** proportionate share.

If any other **policy** is subject to any average (under insurance) condition, this **policy** if not already subject to average, will be subject to average in the same way as the other insurance. If any other **policy** has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the amount of **rental income** for the **indemnity period** shown on **your** schedule.

### Unoccupied buildings condition

Where **you** are insured for **rental income** from a **property** that is **empty**, in the **event** of **damage** **you** need to provide evidence of what **you** would have earned from **rental income** and the date from when **you** would have earned it.

**We** will take into account

- 1** negotiations with prospective tenants before and after the **damage**
- 2** demand for similar accommodation in the locality
- 3** the general level of rents.

If required **we** will use the advice of a professional valuer acceptable to **us** and to **you**. Any fees will be included under this insurance.

### New business condition

For the purpose of any claims arising before the end of the first year of trading of the **business** at the **property**, the definitions for **annual rental income** and **standard rental income** will have the following meanings and not as previously stated.

### Material damage proviso

The Insurance under this section is subject to the proviso that at the time of the happening of the **damage** there shall be in force an insurance covering **your** interest in the **property** at the **premises** against such **damage** and that payment shall have been made or liability admitted therefore under such insurance or that payment would have been made or liability would have been admitted but for the existence of an exclusion of the first part of any loss under such other insurance.

### Payments on account condition

In the event of **damage** **we** can, at **our** option, make monthly payments to **you** if required.

### Value added tax (VAT) condition

Where **you** are responsible to the tax authorities for VAT all items in this section will be treated as excluding VAT.

# Legal Liabilities

## Section

### Contents of this section

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What is covered	<b>34 (EL) 37 (PL)</b>
Limit of cover	<b>35(EL) 40 (PL)</b>
What is not covered	<b>35 (EL) 40 (PL)</b>
Section conditions	<b>35</b>

**Your** schedule will show if this section is covered.

### Meanings of defined terms

**You** can find the meanings for words in bold blue on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

#### Asbestos

**Asbestos** in any form, **asbestos** fibres or particles or derivatives of **asbestos** or any material containing asbestos.

#### Bodily injury

Death, **bodily injury**, illness or disease

#### Claim costs

Costs and expenses

- 1** of any claimant, which **you** or any of the additional persons insured become legally liable to pay
- 2** incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the additional persons insured and this will include solicitors fees at
  - a** any coroner's inquest or fatal accident inquiry
  - b** summary court proceedings.

### Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** legal liability beyond that applicable in the absence of those terms.

### Event

Claim or series of claims against **you** or the additional persons insured as a result of or attributable to a single source or the same original, repeated or continuing cause.

### Limit of indemnity

The amount shown in **your** schedule as the **limit of indemnity**.

### Pollution or contamination

**Pollution** or contamination of **buildings** or other structures or of water, land or the atmosphere.

# Employers Liabilities

## Section

### ✓ What is covered

**We** will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed person** resident in the Republic of Ireland, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

### Additional Persons Insured

In the **event** of the death of any person entitled to indemnity under this section **we** will indemnify in the terms of this **policy** the deceased legal personal representatives but only in respect of liability incurred by such deceased person.

At **your** request **we** will indemnify in the terms of this section

- 1** any principal in respect of liability arising out of the performance by **you** of any agreement entered into by **you** with the principal to the extent required by such agreement.
- 2** any director of **yours** or Employee in respect of liability arising in connection with the **business** provided that **you** would have been entitled to indemnity under the Section if the claim had been made against **you**.
- 3** any officer committee or member of **your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- 4** any director or senior official of **yours** in respect of private work undertaken by an Employee

provided that

- 1** each person shall as though they were **you** observe fulfil and be subject to the terms of this **policy** insofar as they can apply.
- 2** **we** shall retain the sole conduct and control of all claims.
- 3** where **we** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not under Sub Section 2 exceed the Limit of Liability.

### Costs and Expenses

**We** will in addition pay

- 1** costs and expenses of claimants for which **you** are legally liable.
- 2** other costs and expenses incurred with **our** written consent in respect of any claim which may be the subject of indemnity under this Section.
- 3** solicitors fees incurred with **our** prior written consent for
  - a** defence in any Court of Summary Jurisdiction of any proceedings brought against **you** in respect of breach or alleged breach of any statutory duty resulting in injury.
  - b** representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Sub Section.

Legal costs and expenses incurred by **you** and at **your** request any director or Employee with **our** written consent and costs awarded against **you** or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the **Period of Insurance** under the Safety Health and Welfare at Work Act 2005 or similar safety legislation of the Republic of Ireland provided that

- a** the proceedings relate to the safety health or welfare of Employees.
- b** **We** will not indemnify **you** in respect of
  - i** fines or penalties.
  - ii** costs and expenses incurred by any other **policy**.

## Compensation for court attendance cover

In the **event** of any of the under mentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this section **We** shall provide compensation to **you** at the following rates per day.

- any director or partner of **yours** - €100
- any Employee - €50

## Indemnity to Managing Agents

At **your** request **we** will indemnify any managing agent acting for an on behalf of **you** in respect of liability arising in connection with the **business** provided that **you** would have been entitled to indemnity under the section if the claim had been made against **you**.

Provided that

- i** each person shall as though they **were you** observe fulfil and be subject to the terms of this **policy** insofar as they can apply.
- ii** **we** shall retain the sole conduct and control of all claims.
- iii** where **we** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not under Sub Section 2 exceed the Limit of Liability.

## Unsatisfied court judgements cover

**We** will, at **your** request, pay to an **employed person** or their legal personal representatives, the amount of any judgement for damages and any costs awarded that remain unsatisfied, resulting from **bodily injury** to the **employed person** caused during the **period of insurance** and arising out of and in the course of employment by **you** in connection with the **business**, provided that

- 1** the judgement for damages is
  - a** obtained in a court of law within the **policy territories**
  - b** obtained against a party registered or resident within the **policy territories**
  - c** not obtained against **you**

If any payment is made under the terms of this cover, the **employed person** or their legal personal representatives must assign the judgement to **us**.

## Limit of cover

The most **we** will pay for the total of all damages and claims costs is the **limit of indemnity**.

The **limit of indemnity** will apply to

- 1** any one claim, or
- 2** any series of claims by one or more of the **employed persons** arising from one occurrence.

As a result of any claim or claims, **we** may at any time pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made.

**We** will not then be liable to make any further payment as a result of the claim or claims, except for **claim costs** incurred before the date of the claim payment.

## X What is not covered

### Offshore exclusion

**We** will not cover claims for **bodily injury** to any **employed person** while offshore.

### Asbestos exclusion

**We** will not cover legal liability in any way arising from or contributed to by

- 1** inhalation or ingestion of **asbestos**
- 2** exposure to or fear of the consequences of exposure to **asbestos**
- 3** the presence of **asbestos** in any **property** or on land
- 4** investigating, managing, removing, controlling or remediation of **asbestos**.

### Radioactive Contamination Exclusion

**We** will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination in respect of

- 1** **contractual liability**
- 2** the liability of any principal for whom **you** are completing the contract.

### Road Traffic Act exclusion

**We** will not cover legal liability for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

## Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

## Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

## Non contribution (other insurance) condition

**We** will not cover any amount which is insured by any other **policy**, except for an amount beyond that payable under the other **policy**, within the **limit of indemnity**.

## Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to people employed within the **policy territories**. **you** must repay **us** all amounts **we** pay, which **we** would not have been liable to pay but for the law.

# Public Liabilities

## Section

### ✓ What is covered

**We** will cover the amount of damages which **you** are legally liable to pay in respect of

- 1** **bodily injury**
- 2** **personal injury**
- 3** **property** damage
- 4** **nuisance or trespass**

occurring during the **period of insurance** in connection with the **business**.

If legal liability to pay damages in respect of **property** damage or nuisance or trespass arises from a release or escape of pollutants into the atmosphere or onto land, water, **buildings** or any structure, the cover will only apply to a sudden incident which happens at a specific time and place during the **period of insurance** within the **policy territories** and all **property** damage or nuisance or trespass will be considered as having occurred at the time of the sudden incident.

### Additional Persons Insured

In the **event** of the death of any person entitled to indemnity under this section **we** will indemnify in the terms of this **policy** the deceased legal personal representatives but only in respect of liability incurred by such deceased person.

At **your** request **we** will indemnify in the terms of this section

- 1** any principal in respect of liability arising out of the performance by **you** of any agreement entered into by **you** with the principal to the extent required by such agreement.
- 2** any director of **yours** or Employee in respect of liability arising in connection with the **business** provided that **you** would have been entitled to indemnity under the Section if the claim had been made against **you**.
- 3** any officer committee or member of **your** canteen sports social or **welfare** organisations fire security first aid medical or ambulance services in their respective capacities as such
- 4** any director or senior official of **yours** in respect of private work undertaken by an Employee for such director or senior official

provided that

- 1** each person shall as though they **were you** observe fulfil and be subject to the terms of this **policy** insofar as they can apply.
- 2** **we** shall retain the sole conduct and control of all claims.
- 3** where **we** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not under Sub Section 2 exceed the Limit of Liability.

### Awards of damages cover

**We** will pay the amount of damages which **you**, or any of the additional persons insured are legally liable to pay as a result of accidental

- 1** **bodily injury** to any person
- 2** loss of or damage to material **property**
- 3** obstruction, trespass, nuisance or interference with any right of way, air, light or water
- 4** wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

occurring within the **policy territories** during the **period of insurance** in connection with the **business**.

### Costs and Expenses

**We** will in addition pay

- 1** other costs and expenses incurred with **our** prior written consent in respect of any claim which may be the subject of indemnity under this Sub Section.
- 2** solicitors fees incurred with **our** written consent for
  - a** defence in any Court of Summary Jurisdiction of any proceedings brought against **you** in respect of breach or alleged breach of any statutory duty resulting in injury.
  - b** representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Sub Section.

- 3** Legal costs and expenses incurred by **you** and at the request of **you** any director or Employee with **our** written consent and costs awarded against **you** or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the **Period of Insurance** under the Safety Health and **Welfare** at Work Act 2005 or similar safety legislation of the Republic of Ireland provided that
- a** the proceedings relate to the safety health or **welfare** of persons other than Employees.
  - b** **We** will not indemnify **you** in respect of
    - i** fines or penalties.
    - ii** costs and expenses incurred by any other **policy**.
- 4** Indemnify **you** in respect of legal costs and expenses incurred with **our** prior written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising such proceedings in respect of a breach of the Consumer Information Act 1978 provided that
- a** the proceedings relate to an offence alleged to have been committed in the course of the **business** during the **Period of Insurance**.
  - b** **We** will not indemnify **you** in respect of
    - i** fines or penalties.
    - ii** costs and expenses incurred by any other **policy**.

### Compensation for court attendance cover

In the **event** of any of the under mentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this section **we** shall provide compensation to **you** at the following rates per day.

- any director or partner of **yours** - €100
- any Employee - €50

### Contingent motor liabilities cover

**We** will pay the amount of damages which **you** are liable by law and **claim costs** as a result of accidental

- 1** **bodily injury**
- 2** loss of or damage to **property** not owned or held in trust by **you** or in **your** custody or control occurring during the **period of insurance** and arising out of
  - a** the use by an **employed person** of their own motor vehicle within the European Union
  - b** the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your premises** or any site at which **you** are working.

The Road Traffic Act exclusion in this section does not apply to this cover provided that

**we** will not cover

- i** for loss of or damage to any motor vehicle referred to in a or b above
- ii** unless the motor vehicle is being driven with **your** permission **and you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
- iii** where cover is provided by another insurance **policy**.

### Cross liabilities cover

Any person, firm, company or organisation is entitled to the cover provided by this section, as if a separate **policy** had been issued to each, but the total amount payable by **us** on behalf of all, will not exceed the **limit of indemnity** in any circumstances.

### Indemnity to Managing Agents cover

At **your** request **we** will indemnify any managing agent acting for an on behalf of **you** in respect of liability arising in connection with the **business** provided that **you** would have been entitled to indemnity under the section if the claim had been made against **you**.

Provided that

- i** each person shall as though they **were you** observe fulfil and be subject to the terms of this **policy** insofar as they can apply.

- ii **we** shall retain the sole conduct and control of all claims.
- iii where **we** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not under Sub Section 2 exceed the Limit of Liability.

### Libel and Slander cover

Injury is hereby extended under this Section to include

- i libels appearing in any publication normal to the conduct of **your business** accidentally committed or occasioned by **you** in good faith
- ii slanders in oral utterances accidentally committed or occasioned by any Employee in good faith in the course of and in pursuance of the **business**

Provided that

- i The date of the publication or utterance on which the claim is based occurred during the **period of insurance**
- ii cover will not apply to libel or slander made to or by an employee or former employee against another employee.
- iii a claim is both first made against **you** and notified to **us** during the **period of insurance** or notified to **us** within thirty days after the end of the **period of insurance** and provided that
- iv the date of the publication or utterance on which the claim is based occurred during the **period of insurance**.
- v **our** liability in respect of all claims in one **period of insurance** will not exceed €100,000 in the aggregate
- vi cross liabilities shall not apply to this cover

### Personal liability cover

At **your** request, **we** will pay the amount of damages which any of **your** directors, partners or **employed persons** or their spouse or children are liable by law and **claim costs**, as a result of accidental

- 1 **bodily injury**
- 2 loss of or damage to material **property**, not owned by or held in trust by **you** or them, or in **your** or their custody or control occurring during the **period of insurance**, incurred in a personal capacity during temporary visits anywhere in the world in connection with the **business**, other than

- a arising out of the ownership or occupation of land or **buildings**
- b where cover is provided under any other insurance
- c in circumstances which a **policy** or section exclusion applies.

### Safety legislation defence cover

**We** will pay for safety legislation costs, as a result of any **bodily injury** or loss of or damage to **property** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the additional persons insured, for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or withdrawn **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for safety legislation costs, during any one **period of insurance**, is €1,000,000.

**We** will not cover

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than safety legislation costs already incurred
- 4 costs and expenses insured by any other **policy**
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

## Limit of cover

The most **we** will pay for the total of all damages arising from one **event** is the **limit of indemnity**.

The **limit of indemnity** is also the most **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused or originating from **pollution** and contamination.

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **event**, will not be more than the **limit of indemnity**.

As a result of any claim or claims **we** may at any time pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment except for **claim costs** incurred before the date of the claim payment.

## X What is not covered

### Aircraft and watercraft exclusion

**We** will not cover legal liability arising from **you** owning, possessing or using any

- 1 aircraft
- 2 watercraft or hovercraft (except watercraft less than 8 metres in length or any hand propelled boat or pontoon).

### Asbestos exclusion

**We** will not cover legal liability in any way arising from or contributed to by

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any **property** or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

### Contractual liability exclusion

**We** shall not be liable for any claim in respect of liability assumed by **You** under agreement which would not have attached in the absence of such

agreement unless the conduct and control of claims is vested in **us** but indemnity shall not in any **event** apply to

- (i) liquidated damages, penalties, fines, aggravated, restitutionary punitive, vindictive or exemplary damages.

(ii) any contract for or including the performance of work outside the Territorial Limits.

(iii) any tenancy agreement.

### Contractors liability exclusion

**We** will not cover claims in respect of loss or damage caused by any sub-contractor to **you** or by their employees.

### Defective premises exclusion

**We** will not cover any claims in respect of the costs of remedying any defect or alleged defect in land or **premises** sold or disposed of by **you** or for any reduction in value thereof.

### Deliberate acts exclusion

**We** will not be liable for any claim in respect of liability which results from a deliberate act or omission by **you** and which could reasonable have been expected by **you** having regard to the nature and circumstances of such act or omission.

### Employee injury exclusion

**We** will not cover **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

### Foreign manual work exclusion

**We** will not cover legal liability arising outside the Republic of Ireland, except as a result of temporary visits by people ordinarily resident within the **policy territories** provided there is no manual work involved.

### Pollution and Contamination exclusion

**We** will not cover legal liability arising from **pollution or contamination**, other than caused by a sudden and unexpected incident which takes place at a specific time and place during the **period of insurance**. All **pollution or contamination** which arises out of one incident will be considered to have happened at the time the incident takes place.

## Products Supplied

**We** will not cover any loss of or damage to property caused by or in connection with any product or item, including containers, packaging, instruction, or labelling sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **you** or on **your** behalf or any structure, constructed, erected or installed or contract work executed by **you** or on **your** behalf in the course of the business which have ceased to be in **your** custody or control other than food or drink provided as a service at **your premises** to employed persons or visitors.

## Property under your control exclusion

**We** will not cover loss or damage to **property** owned by **you** or which is held in **your** care, custody or control.

But **we** will cover

- 1 premises** which are leased, let, rented, hired or lent to **you**, as long as a tenancy or other agreement does not
  - a** result in **contractual liability**
  - b** say that loss or damage must be insured under a **property** insurance **policy** arranged by **you** or on **your** behalf
- 2 premises** including contents which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**
- 3 employed persons** or visitors vehicles or effects while on **your premises**.

## Professional advice exclusion

**We** shall not be liable for any claim in respect of professional services lack of care or skill in the giving of professional or other advice or treatment by **you** or any person in the service of **you** in connection with the **business**.

## Property under construction exclusion

**We** shall not be liable for Injury loss or damage in connection with any work on **buildings** of construction renovation alteration or demolition.

## Weakening of supports exclusion

**We** will not pay for any claim in respect of loss or damage to any land **property Building** or structure caused by vibration or by the removal or weakening of support of such land or **Building** or structure or any liability arising in consequence of such loss or damage.

## Radioactive contamination exclusion

**We** will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

## Road Traffic Act exclusion

**We** will not cover legal liability arising out of the ownership, possession or use by **you** or on **your** behalf or use by any of the additional persons insured of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation.

# Caring For You

There may be times when **you** feel **you** do not receive the service **you** expect from **us**. In these circumstances, we have a complaints process to help you.

For a complaint related to **your** policy or service, contact Optis Insurance on 046 948 1667.

If **your** complaint cannot be resolved, **you** can contact the Optis Customer Care team on 046 948 1667 or;

email: [complaints@optis.ie](mailto:complaints@optis.ie); or

write to: Optis Insurance, Customer Care Department, Unit 1  
Knightsbrook, Knightsbook Square, Trim, Co. Meath, C15 AN81.

For a complaint about **your** claim, contact AXA's claims action line on 0818 7 365 24.

If Axa cannot resolve the complaint regarding your claim, **you** can contact Axa's Customer Care Department on 0818 505505 or:

email: [axacustomer@axa.ie](mailto:axacustomer@axa.ie); or

write to AXA Insurance, Customer Care, Freepost, Dublin 1.

If **you** are unhappy with the way **your** complaint has been dealt with, **you** may be able to refer to:

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

Phone: +3531 567 700

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

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

Our promise to **you**

- ▶ You will receive a reply to your complaint within five days.
- ▶ Your complaint will be investigated.
- ▶ You will be kept informed of progress.
- ▶ We will do everything possible to resolve your claim.
- ▶ Your feedback will be used to improve our service.





## We're here to help.

If you have any questions contact **Optis**

For help with claims, ring us on

**0818 7 365 24**

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