



# Property Owners Policy Wording

## **Stamp Duties Consolidation Act, 1999**

The appropriate Stamp Duty has been or will be paid by the Insurer to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act, 1999, as amended.

**AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.**

# General Definitions Applicable to the entire Policy

The following Definitions apply to all Sections of the Policy. Additional Definitions specific to each Section are set out therein.

## **Business**

means the Insured's business set out in the Schedule and/or as amended in individual Sections of the Policy.

## **Insured**

means the party referred to as such in the Schedule and/or as amended in individual Sections of the Policy.

## **Insurer**

means AIG Europe S.A..

## **Period of Insurance**

means the period set out in the Schedule.

## **Premises**

means the locations referred to in the Schedule.

## **Territorial Limits**

means The Republic of Ireland, Great Britain, Northern Ireland, Isle of Man and the Channel Islands and/or as amended in individual Sections of the Policy.

**Completed Application Form** is a precise record of the answers the Insured provided to each of the specific questions asked by the Insurer at the pre-contractual stage of a contract of insurance. This includes the answers and/or information to any prior application form or Statement of Fact supplied to the insurer which was previously completed and provided by the Insured. The Insured must answer all of the questions on the completed application form honestly and with reasonable care, failure to do so may be regarded as a Misrepresentation.

**Misrepresentation** means any innocent, negligent or fraudulent answer(s) provided by the Insured to any question on the Completed Application Form.

**Statement of Fact** means a precise record of the information previously supplied to the Insurer by the insurance broker on behalf of the Insured and which information the Insurer will continue to rely upon and form the basis of the contract of insurance along with the information provided by Insured in the Completed Application Form.

# SECTION 1

## Material Damage (“All Risks”)

### Insuring Agreement

In the event of Damage to the Property Insured (or any part thereof) by an Insured Event, the Insurer will by payment or at its option by reinstatement or repair indemnify the Insured for such Damage. The sums insured under this Section, except those applying wholly or in part to stock in trade and merchandise if insured, include costs and expenses (other than where the costs and expenses arise from pollution or contamination of the Property Insured) necessarily incurred by the Insured with the consent of the Insurer in:

1. removing debris from the site of such property Damaged and the area immediately adjacent to such site;
2. dismantling and/or demolishing;
3. shoring up or propping;
4. the clearing of drains and sewers up to an amount not exceeding 10% of the sum insured.

### Definitions applicable to Section 1 – Material Damage (“All Risks”)

The following Definitions apply to this Section in addition to the General Definitions applicable to the entire Policy.

1. **Damage** means physical loss or destruction of, or damage to, tangible property (and Damaged shall be construed accordingly).
2. **Deductibles** means the amounts stated in the Schedule that this Section does not cover in respect of each and every loss as ascertained after the application of all other terms and conditions of the Policy including any condition of Average.

It is warranted that the Insured shall not effect insurance in respect of the amounts of the Deductibles stated in the Schedule.

3. **Insured Event** means any accidental physical cause not otherwise excluded occurring during the Period of Insurance, at the Premises or as otherwise provided for by Endorsement.
4. **Money** means Negotiable Money and Non-negotiable Money. Negotiable Money means cash, bank, and currency notes, coins, uncrossed cheques, uncrossed traveller’s cheques, uncrossed Giro cheques, uncrossed postal orders, uncrossed money orders, bankers’ drafts, Giro drafts, current postage stamps, unattached National Savings and Holidays with Pay stamps, luncheon vouchers, trading stamps, gift tokens,

consumer redemption vouchers, travel tickets and warrants for use by directors, partners or employees and voucher securities for money, stocks, shares and bonds.

Non-negotiable Money means crossed cheques, crossed Giro cheques, crossed postal orders, crossed money orders, crossed bankers’ drafts, crossed Giro drafts, unexpired units in franking machines, stamped National Insurance cards, National Savings certificates, Prize Bonds, credit card sales vouchers and VAT purchase invoices.

5. **Property Insured** means the real and personal property described in the Schedule unless excluded.

### Exclusions applicable to Section 1 – Material Damage (“All Risks”)

The following Exclusions apply to this Section in addition to the General Exclusions applicable to the entire Policy.

The Insurer shall not be liable under this Section to make any payment in respect of:

1. consequential loss of any kind or description.
2. Damage:
  - (a) to fences and gates and loose or moveable property stored in the open by theft, malicious damage or any weather condition (other than lightning) or dust;
  - (b) to vehicles licensed for road use (including accessories), caravans, trailers, railway locomotives and/or rolling stock, watercraft or aircraft other than mechanically propelled plant whilst at the Premises;
  - (c) to any part of the Property Insured which is being worked upon directly resulting therefrom or caused by any testing, repairing, adjusting, servicing or maintenance operation save as specifically covered by the Equipment Breakdown Extension. This Exclusion shall not apply to resulting loss or damage to other Property Insured;
  - (d) to livestock, growing crops or trees;
  - (e) to jewellery, precious stones, precious metals, bullion, furs, curiosities, antiques, rare books or works of art unless specifically mentioned as insured by this Section;
  - (f) to land, excavations, piers and jetties, bridges, culverts, roads or pavements;
  - (g) to property or structures in the course of construction, erection or installation;
  - (h) to any portion of electrical apparatus or



electrical installation directly caused by a leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running, other than destruction or damage by fire resulting from such causes, save as specifically covered by the Equipment Breakdown Extension;

- (i) caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured, not otherwise excluded, caused by:
  - i. pollution or contamination which itself results from a peril hereby insured against;
  - ii. any peril hereby insured against which itself results from pollution or contamination;
- (j) to property in transit (save as specifically covered by any extension to this Section);
- (k) to Money as herein defined.

3. Damage caused by:

- (a) infidelity or dishonesty of the Insured or any of his employees, agents or other persons to whom Property Insured hereunder may be entrusted nor Damage resulting from the Insured voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence, nor any unexplained loss, mysterious disappearance or loss or shortage disclosed on taking inventory;
- (b) misfiling or misplacing of information;
- (c) explosion occasioned by the bursting:
  - (i) in respect of Section 1 – of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus;
  - (ii) in respect of Section 2 – of any vessel, machine or apparatus (not being a boiler or economiser on the Premises)

in which internal pressure is due to steam only and belonging to or under the control of the Insured, save as specifically covered by the Equipment Breakdown Extension; unless Damage by an event not otherwise excluded ensues and then the Insurer shall be liable only for such ensuing Damage;

- (d) (i) collapse or cracking of buildings or other structure;
- (ii) delay, loss of market, gradual deterioration, inherent vice, latent defect, insects of any kind, vermin, marring and scratching, ordinary wear and tear, dampness or dryness of atmosphere, extremes or changes of temperature or humidity, smog, shrinkage, evaporation, loss of weight, rust, wet or dry rot, corrosion, change in colour or texture or flavour or finish but this shall not exclude Damage if resulting from an event which is not otherwise excluded;

- (e) magnetic or electrical injury or disturbance to data processing media or erasure or disturbance of electronic records or distortion or corruption of information on computer systems or other records, programmes or software save as specifically covered by the Equipment Breakdown Extension;
  - (f) solidification of the contents of molten material holding units, molten material transmission lines and/or appurtenances;
  - (g) enforcement of any ordinance or law regulating the construction, repair or demolition of the Property Insured except as provided for in the European Union and Public Authorities condition attached hereto;
  - (h) water or other fluids causing damage to stock if such stock is not on racks, shelves, pallets and/or stillage at least six inches above floor level;
  - (i) cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes and pipes, nipple leakage and/or failure of welds of boilers, save as specifically covered by the Equipment Breakdown Extension;
  - (j) bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes (unless the water be turned off at the mains) and malicious damage when the Premises are empty or not in use for a period of more than 15 days;
  - (k) (i) faulty or defective design, materials, workmanship or errors or omission in processing or operation;
  - (ii) mechanical or machinery breakdown or electronic or electrical breakdown or derangement save as specifically covered by the Equipment Breakdown Extension;
  - (iii) interruption of the power or other utility service supplied to the Premises if such interruption occurs away from the Premises, save as specifically covered by the Equipment Breakdown Extension unless Damage by an event not otherwise excluded by this Exclusion 3. (k) ensues and then the Insurer shall be liable only for such ensuing Damage;
  - (m) changes in the water table level and caused solely by such changes;
  - (n) subsidence, landslip or heave;
  - (o) normal settlement or bedding down of new structures, cracking, shrinkage or expansion of pavements, foundations, walls, floors or ceilings;
  - (p) theft other than theft involving entry to or exit from the Premises by forcible and violent means or attempt thereat.
4. Damage caused by storm, tempest, flood, burst pipes or malicious acts whenever the Premises is not in normal occupation for a period of more than 15 days.
5. property more specifically insured.

## Conditions applicable to Section 1 – Material Damage (“All Risks”)

The following Conditions apply to this Section in addition to the General Conditions applicable to the entire Policy. The titles of these paragraphs are for convenience only and do not lend any meaning to this contract.

### 1. Notice

Immediate notice shall be given by the Insured to the Insurer when any buildings forming part of the Property Insured become unoccupied or when an unoccupied building or portion thereof is again occupied.

### 2. Professional Fees

The Insurer will meet legal and other professional fees reasonably and necessarily incurred in connection with the reinstatement of buildings, machinery and plant insured hereby consequent on Damage by an Insured Event for an amount not exceeding 12.5% of the relevant sum insured and not in addition to the sum insured, but not those costs incurred in connection with the making of any claim under this insurance. It is understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective Professional Bodies at the time of such Damage.

### 3. Average

The sums insured as stated in the Schedule are each separately subject to the following condition of Average: If such sum shall at the commencement of any Damage be less than the total value of the Property Insured covered within such sum insured, the amount payable by the Insurer in respect of such Damage shall be proportionately reduced.

### 4. Reinstatement

Applicable to any items on Buildings and Machinery hereon.

It is hereby agreed that in the event of the Property Insured sustaining Damage the basis upon which the amount payable under (each of the said items of) this Section is to be calculated shall be the reinstatement value of the property sustaining Damage, subject to the following Special Provisions and subject also to the terms applicable to this Section except insofar as the same may be varied hereby.

For the purposes of the insurance under this Condition “reinstatement” shall mean the carrying out of the after mentioned work, namely:

- (a) where property is lost or destroyed, the rebuilding of the property, if a building or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new;
- (b) where property is damaged, the repair of the damage and the restoration of the damaged

portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

### Special Provisions

- (i) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurer not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein shall be made.
- (ii) When any Property Insured under this Condition sustains Damage in part only the liability of the Insurer shall not exceed the sum representing the cost which the Insurer could have been called upon to apply for reinstatement if such property had been wholly destroyed.
- (iii) No payment beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- (iv) Each item insured under this Condition is declared to be separately subject to the following condition of Average, namely: If at the time of reinstatement the sum representing eighty-five per cent of the costs which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the sum insured thereon at the commencement of any Damage to such property then the Insured shall be considered as being their own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.
- (v) No payment beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein shall be made if at the time of any Damage to any Property Insured thereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement as set forth herein.
- (vi) Where by reason of the above Special Provisions no payment is to be made beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein the rights and liabilities of the Insurer and the Insured in respect of the Damage shall be subject to the terms and conditions of this Policy, including any condition of Average therein,

as if this Condition had not been incorporated therein.

## 5. **European Union and Public Authorities**

Applicable to any items on Buildings or Machinery hereon.

The insurance by this Section extends to include such additional cost of reinstatement of the Property Insured which has sustained Damage as may be incurred solely by reason of the necessity to comply with the Stipulations of:

- (1) European Union Legislation; or
- (2) Building or other Regulations under or framed in pursuance of any Act or Bye-Laws of any Public Authority (hereinafter referred to as the "Stipulations") in respect of the Damage to the Property Insured excluding:
  - (a) the cost incurred in complying with the Stipulations:
    - (i) in respect of Damage occurring prior to the granting of this Extension;
    - (ii) in respect of Damage not insured by this Section;
    - (iii) under which notice has been served upon the Insured prior to the happening of the Damage;
    - (iv) for which there is an existing requirement which has to be implemented within a given period;
    - (v) in respect of property which has not sustained Damage or portions of the property which have not sustained Damage, other than foundations (unless foundations are specifically excluded from the insurance by this Section) of that portion of the property which has sustained Damage;
  - (b) the additional cost that would have been required to make good the property which has sustained Damage to a condition equal to its condition when new had the necessity to comply with any of the Stipulations not arisen;
  - (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

### **Special Conditions**

- (i) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Insurer may in writing allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Insurer under this Extension not being thereby increased.
- (ii) If the liability of the Insurer under this Section,

apart from this Extension, shall be reduced by the application of any of the terms of the Policy the liability of the Insurer under this Extension, in respect of any such item, shall be reduced in like proportion.

- (iii) The total amount recoverable under any item of this Section shall not exceed the sum insured thereby.
  - (iv) All the conditions of the Policy, except insofar as they may be hereby expressly varied, shall apply as if they had been incorporated herein.
- ## 6. **Disclosure of Interest**
- The nature and extent of any interest of a party supplying property to the Insured under a hiring, leasing or similar agreement shall be disclosed in the event of Damage.
- ## 7. **Non-Invalidation**
- This insurance shall not be invalidated by reason of anything being done or omitted to be done in respect of any portion of the Premises not occupied by the Insured, whether constituting an increase in risk or not, provided that the Insured immediately they become aware thereof shall inform the Insurer and pay such reasonable additional premium as the Insurer may require.
- ## 8. **Tenants' Improvements**
- The insurance by each item covering contents, other than those applying to stock and materials in trade, is understood to include tenants' alterations and improvements to landlord's property for which the Insured is responsible.
- ## 9. **Fire Extinguishing Expenses**
- This Section will provide cover for the cost of replenishment and restitution of fire extinguishing appliances and fire detection equipment in whole or in part used in the process of minimising Damage incurred hereby.
- ## 10. **Automatic Reinstatement of Loss**
- The sums insured hereby (excluding those in respect of stock) shall be automatically reinstated following Damage by an Insured Event upon the Insured paying an appropriate additional premium provided that the Insurer may exercise its option under General Condition 1 (Cancellation).
- ## 11. **Keys & Locks**
- The Insurer will pay all costs reasonably incurred by the Insured in the repair or replacement of mechanical door locks following theft of keys from the Premises or from the home of the Insured or any authorised employee or following threat of or actual assault or violence to the Insured or any authorised employee, provided that the liability of the Insurer in this respect shall not exceed €1,000 for any one Insured Event.
- ## 12. **Metered Water**
- This Section covers the costs for which the Insured is responsible in respect of loss of metered water provided that the Insured maintains a record of readings from the water authority meter at intervals of not more than 7 days. The amount

payable in respect of any one Premises is limited to such excess water charges demanded by the water authority and resulting from the accidental escape of water from pipes, apparatus or tanks in consequence of an Insured Event and shall in no case exceed €2,000.

### 13. **Workmen**

Workmen may be contracted for the purpose of minor extensions or alterations, installations, maintenance and the like without affecting this Section.

### 14. **Temporary Removal - Cleaning**

Subject to the following provisions, the Property Insured by this Section (other than stock and materials in trade or merchandise if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway in The Republic of Ireland, Great Britain and Northern Ireland. The amount recoverable under this extension in respect of each item of the Schedule shall not exceed the amount which would have been recoverable had the loss occurred in that part of the Premises from which the property is temporarily removed, nor, in respect of any loss occurring elsewhere than at the said Premises, 10 per cent of the sum insured by the item after deducting therefrom the value of any building (exclusive of fixtures and fittings) and stock and materials in trade insured thereby or €15,000, whichever is the less. This extension does not apply to property if and so far as it is otherwise insured nor, as regards losses occurring elsewhere than at the Premises from which the property is temporarily removed, to:

- (a) motor vehicles and motor chassis licensed for normal road use;
- (b) property held by the Insured in trust, other than machinery and plant.

### 15. **Accidental Damage to Glass**

In the event of accidental Damage to fixed glass at the Premises for which the Insured is responsible the Insurer will indemnify the Insured in respect of the cost of:

- (a) replacement of such glass with glass of a similar quality or as otherwise recommended by the current Standard Code of Practice;
- (b) temporary boarding up necessarily incurred through breakage of the glass;
- (c) Damage to frames and framework of any description, the cost of silvering, embossing, lettering, bending or ornamenting glass and the cost of removing or replacing any stock or contents which may have to be removed to replace the glass up to a limit of €1,000 in respect of any one Insured Event.

The Insurer will not make any payment for accidental Damage:

- (i) to cracked or scratched glass;

- (ii) resulting from repairs or alterations to the Premises or whilst the Premises are vacant or unoccupied.

### 16. **Mortgagee**

The interest of a Mortgagee in the insurance by this Section shall not be prejudiced by any act or neglect of the Mortgagor or occupier of any building hereby insured whereby the danger of Damage is increased without the authority or knowledge of the Mortgagee, provided the Mortgagee, immediately on becoming aware thereof, shall give notice to the Insurer and pay an additional premium if required.

### 17. **Subrogation Waiver**

In the event of a claim arising under this Section, the Insurer agrees to waive any rights, remedies or relief to which they might become entitled by subrogation against any Subsidiary or Holding Company of the Insured, or any company which is a Subsidiary of a Holding Company of the Insured (in each case within Sections 7 and 8 of the Companies Act 2014). The Insurer agrees not to exercise any such rights of recovery in such other circumstances not permitted under section 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

### 18. **Automatic Cover**

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

- (a) newly acquired and/or newly-erected buildings, machinery and plant, in so far as the same are not otherwise insured, anywhere in the Republic of Ireland or the United Kingdom; and
- (b) alterations, additions and improvements to buildings, machinery and plant, but not in respect of any appreciation in value provided that:
  - (i) at any one situation this cover shall not exceed 10 per cent of the total sum insured hereby on such property or €250,000 whichever is the less;
  - (ii) the Insured shall advise the Insurer:
    - (a) as soon as practicable and in any event within three months of any such newly acquired and/or newly erected property;
    - (b) every three months in respect of any such alterations, additions and improvements.

The Insured will pay the appropriate additional premium required from inception of such additional cover and amounts so declared shall be added by Endorsement to the sum insured by the relative item/column whereupon these provisions shall be fully reinstated.

### 19. **Spontaneous Combustion**

Destruction of or damage to coal, coke or wood blocks caused by its own spontaneous heating is included in the insurance hereby notwithstanding

anything contained in this Policy to the contrary.

**20. Re-erection of Plant and Machinery**

The insurance by items covering Machinery or Plant extends to include the cost of re-erecting, fitting and fixing machinery and plant consequent upon destruction or damage by any of the perils hereby insured against.

**21. Purchaser's Interest**

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

**22. Inflation Provision – Day One Basis (Non- Adjustable)**

The Insurer's liability in respect of each of the items subject to the Day One Basis as stated in the following paragraphs shall be limited to 115% of the Declared Values shown in the Schedule.

Day One Basis (Non-Adjustable) applicable to any items on Buildings or Machinery hereon.

- (a) The Insured having stated in writing the Declared Value incorporated in each item to which this Condition applies, the premium has been calculated accordingly. "Declared Value" shall mean the Insured's assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (a) of the Reinstatement Condition at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, in so far as the insurance by the item provides, due allowance for:-
- (i) the additional cost of reinstatement to comply with Public Authority requirements,
  - (ii) professional fees,
  - (iii) debris removal costs.
- (b) At the inception of each Period of Insurance the Insured shall notify the Insurer of the Declared Value of the Property Insured by each of the said item(s). In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.
- (c) Notwithstanding any general indication or endorsement to the contrary the following wordings apply to Special Provisions (iv) and (vi) of the Reinstatement Condition:-
- (iv) Each item insured under this Condition is

declared to be separately subject to the following condition of Average namely:- If at the time of loss, the Declared Value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph (a) of the Day One Basis Condition) at the inception of the Period of Insurance then the Insurer's liability for any loss hereby insured shall be limited to that proportion thereof which the Declared Value bears to such cost of reinstatement.

(vi) Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein the rights and liabilities of the Insurer and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the Policy including any condition of Average therein, as if this Condition had not been incorporated therein except that the sums insured shall be limited to 100% of the Declared Values.

**23. Underground Services**

The insurance by this Section of the Policy is extended to include accidental damage to underground sewage or drain pipes, fuel oil pipes or underground service pipes and cables from the public mains to the insured Premises.

**24. Trace and Access**

In the event of Damage resulting from escape of water or oil following accidental damage to tanks, apparatus or pipes as insured by this Section the Insurer will pay the costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good subject to a limit of €7,500 in respect of any one Insured Event.

**25. Fire Brigade Damage**

In the event of Damage at the Premises caused by Fire Brigade equipment or personnel in the course of combating fire threatening the Property Insured, the insurance by this Section extends to include the costs necessarily incurred in reinstating or repairing landscape gardens and grounds subject to a limit of €7,500 in respect of any one Insured Event.

**26. Fire Brigade Charges**

The insurance by this Section of the Policy is extended to include charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the Property Insured by this Section in circumstances which have given rise to, or would have given rise to, destruction or damage to the Property Insured by any peril covered by this Section, subject to a limit of €20,000 in respect of any one Insured Event.



## Risk Management Conditions

### 1. Protections - Automatic Sprinkler and Fire Alarm Installations

It is a condition precedent to the Insurer's liability that in respect of any automatic sprinkler or fire alarm installations at the Premises the Insured shall:

- (a) take all reasonable steps to:
  - (i) prevent frost damage and other damage to the installations;
  - (ii) maintain the installations (including the automatic external alarm signal) in efficient condition;
  - (iii) maintain ready access to the water supply control facilities;
- (b) in the event that changes, repairs or alterations to the installations are proposed notify the Insurer in writing and obtain its prior agreement in writing;
- (c) allow the Insurer access to the Premises at all reasonable times for the purpose of inspecting the installations;
- (d) carry out any routine tests required by the Insurer and remedy promptly any defect revealed by a test.

In the event that alterations or repairs become necessary to the automatic sprinkler installation the Insurer may at its option suspend any cover which is granted against Damage by the accidental escape of water from the installation until the alterations or repairs have been carried out and approved by the Insurer. Notice of any such action will be given by the Insurer in writing. The above condition precedent shall only apply where the Premises of the Insured are owner-occupied by the Insured and do not form part of a multi-tenanted/multi-occupied premises. Where the Insured's Premises do form part of a multi-tenanted/multi-occupied building, the Insured shall provide to the Insurer within 30 days of the commencement of the Policy and/or any subsequent renewal thereof a certificate from the Insured's landlord, lessor, licensor and/or their respective management agents confirming that the said party has complied in full with the condition precedent outlined above.

### 2. Protections – Fire Extinguishing Appliances

It is a condition precedent to the Insurer's liability that the Insured shall maintain all fire extinguishing appliances in efficient working order. The above condition precedent shall only apply where the Premises of the Insured are owner-occupied by the Insured and do not form part of a multi-tenanted/multi-occupied premises. Where the Insured's Premises do form part of a multi-tenanted/multi-occupied building, the Insured shall provide to the Insurer within 30 days of the commencement of the

Policy and/or any subsequent renewal thereof a certificate from the Insured's landlord, lessor, licensor and/or their respective management agents confirming that the said party has complied in full with the condition precedent outlined above.

### 3. Unoccupied Premises

It is a condition precedent to the Insurer's liability that whenever the Premises is not in normal occupation for more than 30 days the Insured must ensure that:

- (a) gas, water and electricity mains supplies are disconnected and water heating systems are drained;
- (b) the Premises are secured so as to prevent unauthorised entry by means of:
  - (i) all locks, bolts and other protective devices being in full operation;
  - (ii) all perimeter fences, walls and gates being kept in good condition;
  - (iii) all letter boxes and openings being sealed;
- (c) all sources of fuel, waste, combustible materials and gas bottles are removed from both inside and outside the buildings and tanks of combustible liquids are drained;
- (d) a representative of the Insured carries out an internal physical check of the Premises at least every 7 days and ensures that any deficiencies are made good forthwith.

In the event of the Premises being unoccupied for more than three months, the Insured must ensure that all ground level windows and doors, save for one door to allow access by the Insured, be bricked or boarded-up.

The above condition precedent shall only apply where the Premises of the Insured are owner-occupied by the Insured and do not form part of a multi-tenanted/multi-occupied premises. Where the Insured's Premises do form part of a multi-tenanted/multi-occupied building, the Insured shall provide to the Insurer within 30 days of the commencement of the Policy and/or any subsequent renewal thereof a certificate from the Insured's landlord, lessor, licensor and/or their respective management agents confirming that the said party has complied in full with the condition precedent outlined above.

## Equipment Breakdown Extension

The Insurer will, subject to the terms, conditions and exclusions of this Extension and of the Material Damage and Business Interruption sections and the General Conditions and General Exclusions applicable to the entire Policy, indemnify the Insured against loss caused by or resulting from an Accident to Covered Equipment.

### Definitions applicable to this Extension

For the purpose of this Extension

1. **Accident** shall mean direct physical loss as follows:
  - (a) electrical or mechanical Breakdown, including rupture or bursting caused by centrifugal force;
  - (b) artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
  - (c) Explosion or Collapse of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured;
  - (d) loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such boilers or equipment; or
  - (e) loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such equipment.

If an initial Accident causes other Accidents, all will be considered one Accident.  
All Accidents that are the result of the same event will be considered one Accident.

2. **Breakdown** shall mean the actual breaking, failure, distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work, fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative, or the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.
3. **Collapse** shall mean the sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered Equipment caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).
4. **Computer Equipment** shall mean Property Insured that is electronic, computer or other data processing equipment, including Media and peripherals used in conjunction with such equipment.
5. **Covered Equipment** shall mean Property Insured built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilisation of energy. None of the following is Covered Equipment:
  - (a) structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building;
  - (b) insulating or refractory material;
  - (c) sewer piping, underground vessels or piping, or piping forming a part of a sprinkler

- system;
- (d) water piping other than boiler feed water piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- (e) vehicle, aircraft, floating vessel or any equipment mounted on such vehicle, aircraft or floating vessel;
- (f) dragline, excavation or construction equipment;
- (g) equipment manufactured by the Insured for sale; or
- (h) tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal.

6. **Explosion** shall mean the sudden and violent rending of the Covered Equipment by force of internal steam or action of ignited flue gases or ignition of the contents causing bodily displacement of any part of the Covered Equipment together with forcible ejection of the contents.
7. **Media** shall mean all forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

### Additional Coverages applicable to this Extension

The following coverages also apply to loss caused by or resulting from an Accident to Covered Equipment. These coverages do not provide additional amounts of insurance.

1. **Hazardous Substances**  
The Insurer shall be liable for the additional cost to repair or replace covered property because of contamination by a hazardous substance. This includes the additional expenses to clean up or dispose of such property. Hazardous substance means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency. Additional costs mean those beyond what would have been required had no hazardous substance been involved. The Insurer shall not be liable for more than €12,500 for loss or damage under this coverage, including, if shown as covered, actual Business Interruption sustained, and loss under Perishable Goods coverage.
2. **Computer Equipment, Reinstatement of Data and Increased Cost of Working**
  - (a) The Insurer shall be liable under this Extension for loss or damage caused by or resulting from an Accident to Computer Equipment. The liability of the Insurer in any one Period of Insurance shall not exceed €300,000 in respect of Damage to Computer Equipment.
  - (b) In addition the Insurer shall be liable for

costs incurred in reinstating data lost or damaged in consequence of an Accident to Computer Equipment provided that:

- (i) liability is limited solely to the cost of reinstating data onto Media;
  - (ii) the Insurer shall not be liable for any losses discovered later than six months after the loss was initiated;
  - (iii) the liability of the Insurer shall not exceed €30,000 in respect of such costs;
  - (iv) the Insurer shall not be liable for loss of or damage to software;
  - (v) the Insurer shall not be liable under this paragraph (b) for costs more specifically described under paragraph (c) below.
- (c) In addition the Insurer will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to the computer operations of the Insured. The total liability of the Insurer in any one Period of Insurance shall not exceed €30,000 in respect of such additional costs.

### 3. **Expediting Expenses**

With respect to damaged covered property, the Insurer shall be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement. The Insurer shall not be liable for more than €75,000 for loss or damage under this coverage.

### 4. **Deterioration of Contents of Deep Freezers & Refrigerators**

This Policy covers Damage to goods in refrigeration compartments situated at the Premises by deterioration or putrefaction caused by:

- (a) rise or fall in temperature as a result of breakdown, stoppage or failure from any inherent cause of the said appliance;
- (b) action of refrigerant fumes escaping from the said appliance;
- (c) failure of the public supply of electricity and/or gas due to any cause not following the deliberate act of the supply authority or the exercise by such authority of its power to withhold or restrict supply;
- (d) any other extraneous cause happening during the Period of Insurance referred to in the Schedule provided that:
  - (i) the total liability of the Insurer shall not exceed €22,500 in respect of any one Insured Event;
  - (ii) any cabinet more than three years old is maintained under a service contract with a recognised refrigeration engineer;
  - (iii) the Insurer shall not be liable for loss caused by incorrect setting of thermostats or automatic controlling devices.

### **Special Conditions applicable this Extension**

It is a condition precedent to liability that

1. the Insured shall exercise due diligence in ensuring that insured items are properly maintained and used in accordance with manufacturers' recommendations and in taking reasonable precautions to prevent loss or damage.

### **Exclusions applicable to this Extension**

This Extension does not cover

1. loss or damage caused by or resulting from:
  - (a) a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel, or an insulation breakdown test of any type of electrical equipment;
  - (b) any defect, virus, loss of data or other situation within Media;
  - (c) lack of power, light, heat, steam or refrigeration that is caused by an Accident to property not at the insured Premises, except as provided under Deterioration of Contents of Deep Freezers & Refrigerators coverage;
  - (d) depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions, but if loss or damage from an Accident results, the Insurer shall be liable for that resulting loss or damage;
  - (e) fire (including fire resulting from an Accident), or water or other means used to extinguish a fire;
  - (f) explosion of gas or unconsumed fuel within the furnace of any boiler or fired vessel or within the passages from that furnace to the atmosphere;
  - (g) any other explosion except as specifically provided in the definition of Accident;
  - (h) lightning, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, or sprinkler leakage;
  - (i) breakage of glass, falling objects, weight of snow, ice or sleet, freezing (caused by cold weather), collapse, or molten material;
  - (j) water Damage (including water Damage resulting from an Accident);
  - (k) flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or
  - (l) any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking, tsunami or volcanic action.
2. in respect of any Insured whose Computer Equipment has a replacement value greater than €7,500, Damage to such Computer Equipment caused by an Accident to that equipment unless the Insured has a maintenance agreement in force with the manufacturer or other approved company providing for:

- (a) free repairs to or replacement of the equipment following an Accident caused by any internal cause other than the negligence of the Insured; and
  - (b) preventive maintenance or adjustment of mechanical or moving parts.
- 3. loss or damage recoverable under the maintenance agreement or any warranty or guarantee, or which would be recoverable but for breach of the Insured's obligations under the agreement.
- 4. with respect to Business Interruption, any delay in resuming operations due to the need to reconstruct or re-input data or programs on Media.



# SECTION 2

## Business Interruption (“All Risks”)

### Insuring Agreement

In the event of the Business carried on by the Insured at the Premises being interrupted or interfered with in consequence of Damage to any building or other property or any part thereof (not otherwise excluded under Section

1 of this Policy) at the Premises used by the Insured in course of the Business the Insurer will pay to the Insured in respect of each Item specified in the Schedule the amount of loss resulting from such interruption or interference in accordance with the provisions contained herein up to the limit stated in the Schedule provided that at the time of the happening of the Damage there shall be in force insurance under Section 1 of this Policy and that payment shall have been made (or would have been made apart from the application of any excess or deductible) under Section 1 of this Policy or liability admitted therefor under such insurance.

### Rental Income

The insurance under this Item is limited to (a) loss of Rent Receivable and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be:

- (a) in respect of loss of Rent Receivable: the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the Damage fall short of the Standard Rent Receivable;
- (b) in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of the reduction in Rent Receivable thereby avoided

less any sum saved during the Indemnity Period in respect of such of the expenses and charges of the Business payable out of Rent Receivable as may cease or be reduced in consequence of the Damage provided that if the sum insured by this item be less than the Annual Rent Receivable (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

### Definitions applicable to Section 2 – Business Interruption (“All Risks”)

The following Definitions apply to this Section in addition to the General Definitions applicable to the entire Policy.

1. **Damage** means physical loss or destruction of, or damage to, tangible property.
2. **Indemnity Period** means the period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage.
3. **Maximum Indemnity Period** means the period specified in the Schedule.
4. **Rent Receivable** means the amount of the rent and other income received or receivable from the letting of the Premises and for services rendered thereat.
5. **Standard Rent Receivable** means the Rent Receivable during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period appropriately adjusted where the Indemnity Period exceeds twelve months to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.
6. **Annual Rent Receivable** means the Rent Receivable during the twelve months immediately before the date of the Damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

**Note** To the extent that the Insured is accountable to the tax authorities for Value Added Tax

all terms in this Section shall be exclusive of such tax unless otherwise specified.

## **Conditions applicable to Section 2 – Business Interruption (“All Risks”)**

The following Conditions apply to this Section in addition to the General Conditions applicable to the entire Policy. The titles of these paragraphs are for convenience only and do not lend any meaning to this contract.

### **1. Automatic Reinstatement of Sum Insured**

In consideration of the sum insured by any item hereof not being reduced by the amount of any loss the Insured shall pay the appropriate additional premium as requested by the Insurer on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.

### **2. Accountants**

Any particulars or details contained in the Insured’s books of account or other business books or documents which may be required by the Insurer for the purpose of investigation or verifying any claim hereunder may be produced by professional accountants – members of the Institute of Chartered Accountants and/or Institute of Public Certified Accountants or the like – if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates. The Insurer will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Insurer under this Section and reporting that such particulars or details are in accordance with the Insured’s books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under this Section shall in no case exceed the total sum insured by this Section.

### **3. Temporary Removal (Documents)**

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed within the United Kingdom or Republic of Ireland shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises, subject to a limit of €4,000 in respect of any one loss and in any one Period of Insurance.

### **4. Alternative premises clause**

If during the Indemnity Period the Business can or shall be conducted elsewhere than at the Premises the money paid or payable to the Insured in respect of rent at such other premises

shall be brought into account in arriving at the Rent Receivable during the Indemnity Period.

### **5. Payments on Account**

Payments on account may be made to the Insured during the Indemnity Period at the discretion of the Insurer.

### **6. Subrogation Waiver**

In the event of a claim arising under this Section, the Insurer agrees to waive any rights, remedies or relief to which they might become entitled by subrogation against any Subsidiary or Holding Company of the Insured, or any company which is a Subsidiary of a Holding Company of the Insured (in each case within Sections 7 and 8 of the Companies Act 2014). The Insurer agrees not to exercise any such rights of recovery in such other circumstances not permitted under section 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

### **7. Rebate Clause**

The premium paid hereon in respect of Rent Receivable may be adjusted on receipt by the Insurer of a declaration of the Rent Receivable earned during the financial year most nearly concurrent with the Period of Insurance, as reported by the Insured’s auditors. If any Damage shall have occurred giving rise to a claim for loss of Rent Receivable the above mentioned declaration shall be increased by the Insurer for the purpose of premium adjustment by the amount by which the Rent Receivable was reduced during the financial year solely in consequence of the Damage. If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the sum insured on Rent Receivable for the relative period of insurance the Insurer will allow a pro rata return of premium not exceeding 50% of the premium paid.

## **Extensions of cover under Section 2 – Business Interruption (“All Risks”)**

Subject to the terms of the Policy loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage (as within defined) at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises provided that after the application of all other terms, conditions and provisions of the Policy the liability under these Extensions in respect of any one occurrence shall not exceed the percentage of the Insured’s Rental Income at the affected premises shown below against such situations or property as the limit:

### **i. Failure of Public Utilities**

Accidental total or partial failure of water, gas, electricity, telecommunications or data

transmission services at the terminal end of the service feed to the Premises of the Insured in consequence of Damage provided that the Insurer will not be liable:

- a) (where such failure is for a period of less than six hours;
- b) as a result of any fault in any part of the installation of the Insured at the Premises;
- c) for any loss as a result of Damage not within the Territorial Limits;
- d) for any loss as a result of Damage to or of any satellite or non-land based system;
- e) for any loss sustained after 1 month from the commencement of the failure.

ii. **Prevention of Access**

Property in the vicinity of the Premises, Damage to which shall prevent or hinder the use of the Premises or access thereto, whether the Premises or property of the Insured therein shall have sustained Damage or not, but excluding Damage to property of any supply undertaking from which the Insured obtains electricity, gas or water or telecommunications services which prevents or hinders the supply of such services to the Premises. Limit 10%.

# SECTION 3

## Employers and Property Owners Liability

### **PART A – Employers Liability Insuring Agreement**

It is agreed that if any Employee of the Insured sustains Bodily Injury during the Period of Insurance while employed within the Territorial Limits as defined in this Section and arising out of and in the course of their employment by the Insured in the Business, the Insurer will, subject to the terms, conditions, exclusions and limits contained herein or otherwise endorsed hereon:

- A (i) indemnify the Insured against legal liability for damages and claimant's costs and expenses in respect of such Bodily Injury, other than liability attaching by virtue of a contract or agreement which would not have attached in the absence of such contract or agreement except as provided in B (i) below;
- B (i) where any contract or agreement entered into by the Insured with any public authority, local authority, company, firm or person (hereinafter called the "Principal") so requires:
  - 1. indemnify the Insured against liability arising in connection with and assumed by the Insured by virtue of such contract or agreement;
  - 2. indemnify the Principal in like manner to the Insured in respect of the Principal's liability arising from the performance of such contract or agreement but only so far as concerns liability as described in PART A – Employers Liability to an Employee of the Insured provided that:
    - (i) the Insured shall have arranged with the Principal for the conduct and control of all claims to be vested in the Insurer;
    - (ii) the Principal shall as though they were the Insured observe fulfil and be subject to the terms, exclusions, limits, conditions and endorsements of this Policy in so far as they can apply.

The Insurer will also

- 1. pay all costs and expenses incurred with its written consent in respect of a claim against the Insured for damages and claimants costs and expenses to which the indemnity expressed in PART A – Employers Liability applies;
- 2. pay the solicitor's fee incurred with its written

consent for representation of the Insured at proceedings in any court of summary jurisdiction arising out of any alleged breach of a statutory duty resulting in Bodily Injury which may be the subject of indemnity under PART A – Employers Liability.

Such costs and expenses shall be included within the Limit of Indemnity as stated in the Schedule against Employers Liability or as otherwise endorsed hereon.

### **PART B – Property Owners Liability Insuring Agreement**

The Insurer will, subject to the terms, conditions, exclusions and limits contained herein or otherwise endorsed hereon, indemnify the Insured against:

- A all sums which the Insured becomes legally liable to pay as damages in respect of:
  - (i) accidental Bodily Injury to any person (other than an Employee as within defined);
  - (ii) accidental Damage to Property occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business;
- B all costs and expenses:
  - (i) recovered by any claimant against the Insured;
  - (ii) incurred with the written consent of the Insurer in respect of a claim against the Insured for damages to which the indemnity expressed in PART B – Property Owners Liability applies. Such costs and expenses shall be in addition to the Limit of Indemnity stated in the Schedule against Property Owners Liability or as otherwise endorsed hereon.

### **Limit of Indemnity – Section 3 – Employers and Property Owners Liability**

The liability of the Insurer for all damages payable to the claimant or any number of claimants in respect of or arising out of one Occurrence or in respect of or arising out of all Occurrences of a series consequent on or attributable to one source or original cause shall not exceed the amounts specified in the Schedule as the Limits of Indemnity under Section 3 – Employers and Property Owners Liability or as otherwise endorsed hereon.



## Definitions applicable to Section 3 – Employers and Property Owners Liability

The following Definitions apply to this Section in addition to the General Definitions applicable to the entire Policy.

1. **Bodily Injury** shall mean accidental bodily injury including death, illness or disease. It shall also include but not by way of limitation mental injury, mental anguish and shock.
2. **Business** shall mean that as described in the Schedule or as endorsed hereon and shall also include:
  - (a) the repair and/or renovation of Property owned or occupied by the Insured but excluding any work of structural alteration, construction, reconstruction or demolition;
  - (b) the repair and/or maintenance of plant and machinery owned by the Insured;
  - (c) the provision and management of canteens, social, sports and/or welfare organisations for the benefit of the Insured's Employees and their families;
  - (d) the provision of emergency first aid and medical services (other than by a qualified medical practitioner) and the provision of ambulance and fire services, security services and safety organisations;
  - (e) private work carried out by an Employee for any director, partner or senior official provided such work is undertaken with the prior consent of the Insured and is not in pursuit of any trade or business.
3. **Damage** shall mean physical damage including physical loss, nuisance, trespass or obstruction.
4. **Deductible** shall mean the amount(s) specified in the Schedule under Section 3 – Employers and Property Owners Liability for which the Insured shall be responsible in respect of any Occurrence for which indemnity is provided by this Section. The Insured (if and when requested) shall as a condition precedent to their rights to be indemnified under Section 3 – Employers and Property Owners Liability lodge the amount of the Deductible or any lesser amount that may be required with the Insurer.
5. **Employee** shall mean:
  - (a) any person under a contract of service or apprenticeship with the Insured;
  - (b) any labour master or labour only sub-contractor or person supplied by them;
  - (c) any self-employed person;
  - (d) any person hired or borrowed by the Insured from any public authority, local authority, company, firm or individual;
  - (e) any member of the Insured's family or household;
  - (f) any person undergoing training, educational or work experience programmes whilst engaged and working under the direction and control of the Insured in connection with and in the course of the Business.
6. **Insured** shall mean that as detailed in the Schedule or as endorsed hereon and shall include at the Insured's request:
  - (a) any director, partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under Section 3 – Employers and Property Owners Liability if the claim had been made against the Insured;
  - (b) any officer, member or committee of the Insured's canteen, social, sports or welfare organisations, first-aid (other than a qualified medical practitioner), fire or ambulance service in their respective capacity as such;
  - (c) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured.
7. **Occurrence(s)** shall mean an event including continuous or repeated exposure to substantially the same harmful conditions which results in Bodily Injury or Property Damage.
8. **Offshore** shall mean embarkation onto a conveyance (whether it be airborne or waterborne) for transportation to an offshore structure or vessel until disembarkation from the conveyance on to land upon return from the said offshore structure or vessel.
9. **Products** shall mean any goods or products and/or part thereof (after they have ceased to be in the possession or under the control of the Insured) manufactured, constructed, installed, repaired, serviced, treated, sold, supplied or distributed by the Insured in connection with the Business including any container thereof or instructions provided therewith.
10. **Property** shall mean material or tangible property.
11. **Territorial Limits** shall mean:
  - i. PART A – Employers Liability anywhere in or temporarily outside the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands provided always that the Insurer shall not be liable in respect of any action for damages brought against the Insured in a court of law outside the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands;
  - ii. PART B – Property Owners Liability anywhere in the territories comprising of the European Union and elsewhere in the world in respect of Business journeys undertaken in connection with the Business of the Insured by non-manual Employees normally domiciled within the territories comprising of the European Union provided always that:
    - (a) the Insured does not temporarily or permanently own or occupy any premises elsewhere than within the territories

- comprising of the European Union;
- (b) the Insurer shall not be liable in respect of any action for damages brought against the Insured in a court of law outside those territories comprising of the European Union.

### Exclusions applicable to Section 3 – Employers and Property Owners Liability

The under noted Exclusions apply in addition to the General Exclusions applicable to the entire Policy and only to those parts of this Section as specified.

#### **PART B – PUBLIC LIABILITY Exclusions 1, 2, 3, 4, 5, 6, 7, 8, 9(b) & 10**

The Indemnity expressed in Section 3 – Employers and Property Owners Liability shall not apply to liability:

1. for which compulsory insurance cover or security is required under the Road Traffic Act 1961 and/or any subsequent amending legislation.
2. arising in connection with work on Offshore installations or transit thereto or therefrom.
3. in respect of Bodily Injury sustained by any Employee of the Insured and arising out of and in the course of such person's employment or service with the Insured.
4. assumed by the Insured by any contract or agreement and which would not have attached in the absence of any such contract or agreement.
5. in respect of the costs of making good defective workmanship or defective materials or arising out of the consequences of defective workmanship or defective materials other than the Insured's legal liability as expressed in PART B – Property Owners Liability in respect of accidental Bodily Injury or Damage to Property resulting from such defective workmanship or defective materials.
6. in respect of a deliberate, wilful act or omission of the Insured or any Director, Partner or Employee of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
7. in respect of Damage to Property:
  - (a) belonging to the Insured;
  - (b) held in trust by or in the charge or under the control of the Insured or any Employee of the Insured;
  - (c) being that part of any Property on which the Insured or any Employee of the Insured is or has been working if that Damage results directly from such work;
  - (d) caused by vibration or by the removal or weakening of support to any land, Property, building or any liability arising in consequence of such Damage.
8. in respect of Bodily Injury to any person and/or Damage to Property caused by or in connection with or arising from:
  - (a) the ownership or possession or use by or on behalf of the Insured of any mechanically propelled vehicle and/or trailer or water or airborne vessel or craft or the loading or unloading thereof or the delivery or collection of goods in connection with such ownership or possession or use but this Exclusion shall not operate in respect of liability for Bodily Injury or Damage occasioned beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to or the removal of a load from any vehicle and/or trailer owned by or under the control of the Insured;
  - (b) any passenger lift, elevator or escalator owned by the Insured or for the maintenance of which the Insured is responsible unless such equipment is inspected and maintained in accordance with statutory requirements;
  - (c) an accident to any vessel or craft in consequence of the condition or unsuitability of any berth, docking or mooring;
  - (d) remedial or professional or other advice or treatment (other than medical first-aid treatment) given, administered or omitted by or on behalf of the Insured for a fee and/or where a fee would normally be charged;
  - (e) any Products that have ceased to be in the possession or under the control of the Insured but this Exclusion shall not apply to food or beverages served for consumption on any of the Insured's premises to which this Policy applies;
  - (f) libel or slander or infringement of plans, copyright, patent, trade name, trade mark or registered design;
  - (g) pollution or contamination of air, water or soil but this exclusion will not apply:
    - (i) if it can be demonstrably proved to have been caused by an immediate, sudden and unforeseen discharge consequent upon an accident; or
    - (ii) if due to defective drains, sewers or sanitary arrangements.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The liability of the Insurer for damages payable in respect of all claims arising out of pollution or contamination which is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity as stated in the Schedule in respect of any one Occurrence and in the aggregate in any one Period of Insurance.
  - (h) the bursting and/or explosion of any pressure part of:
    - (i) any steam boiler or any economiser;

- (ii) any vessel or apparatus (other than any steam turbine or engine or other steam driven machinery) intended to operate under steam pressure belonging to or under the control of the Insured or any Employee of the Insured.
10. Asbestos exposures as detailed below PART A – Employers Liability arising directly or indirectly or caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of and/or distribution of asbestos products, asbestos fibres or asbestos dust or property or materials containing any of the foregoing including without limitation all liability to pay claimants’ or the Insured’s legal costs and expenses or any other costs and expenses howsoever incurred in the investigation, defence and/or settlement of any claim against the Insured or in respect of any other inquest, inquiry, enforcement, action or proceedings in which the Insured may be involved in relation to any of the foregoing PART B – Property Owners Liability arising directly or indirectly or caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibres or asbestos dust or property or materials containing any of the foregoing including without limitation all liability to pay claimants’ or the Insured’s legal costs and expenses or any other costs and expenses howsoever incurred in the investigation, defence and/or settlement of any claim against the Insured or in respect of any other inquest, inquiry, enforcement, action or proceedings in which the Insured may be involved in relation to any of the foregoing.
11. or arising in connection with treatment or the dispensing of drugs, vaccines or any other substance used in the diagnosis, treatment or prevention of a disease or as a component of medication.

### **Conditions applicable to Section 3 – Employers and Property Owners Liability**

The following Conditions apply to this Section in addition to the General Conditions applicable to the entire Policy. The titles of these paragraphs are for convenience only and do not lend any meaning to this contract.

#### **1. Discharge of Liability**

The Insurer may at any time pay to the Insured the Limit of Indemnity as shown in the Schedule against Employers and/or Property Owners

Liability or as endorsed hereon (less any sum or sums paid as compensation) or any lesser amount for which any claim or claims arising from such Occurrence can be settled and upon such payment the Insurer shall be under no further liability in connection with such claim or claims.

#### **2. Adjustment of Premium**

If the first premium and all renewal premiums that may be accepted are to be regulated by any estimates furnished by the Insured then the Insured shall record and keep an accurate record containing all particulars relative thereto and shall at all times allow the Insurer to inspect such records. Within one month of expiry of each Period of Insurance the Insured shall supply the Insurer with a correct account of all such particulars and information certified by the Insured’s auditors if so required by the Insurer. The premium for such period will thereupon be adjusted and the difference in premium shall be met by a further proportionate payment to the Insurer or by a refund by the Insurer as the case may be but subject to any minimum premium requirement.

### **Extensions of Cover under Section 3 – Employers and Property Owners Liability**

#### **1. Cross Liability**

The words the “Insured” wherever they appear shall for the purpose of Section 3 – Employers and Property Owners Liability apply to each party described as the Insured in the Schedule as if a separate policy had been issued to each and the Insurer agrees to waive all rights of subrogation or action which it may have or acquire against any of the parties arising out of any Occurrence in respect of which a claim is admitted under this Section provided that:

- (a) the Insurer will not indemnify the Insured in respect of liability for which an indemnity is or would be granted under any other Employers’ Liability insurance but for the existence of this Policy;
- (b) the party to be indemnified is not entitled to indemnity under any other policy;
- (c) the total liability of the Insurer in respect of any or all of the parties comprising the Insured shall not exceed the Limits of Indemnity as stated in the Schedule of this Policy relating to Section 3 - Employers and Property Owners Liability.

#### **2. Waiver of Subrogation Rights**

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

- (a) any Company standing in relation of Parent to Subsidiary to the Insured as defined in Sections 7 and 8 of the Companies Act

2014;

- (b) any Company standing in relation of Subsidiary to Parent to the Insured as defined in Sections 7 and 8 of the Companies Act 2014;
- (c) any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of Sections 7 and 8 of the Companies Act 2014.

### 3. **Property in Custody or Control**

Notwithstanding anything contained in Exclusions 4 and 7. (b) of Section 3 the indemnity as provided by PART B – Property Owners Liability shall apply in respect of Damage to:

- (a) the personal effects of the Insured's Employees or visitors;
- (b) buildings (including contents therein) not owned by or leased, hired or rented to the Insured and which are temporarily occupied by the Insured for the purposes of cleaning, maintenance, alteration or repair;
- (c) buildings leased, hired or rented to the Insured in connection with the Business provided that such lease, hire or rental is the subject of a written contract. This indemnity will not apply in respect of Damage caused by fire or any other peril against which the written contract stipulates that insurance shall be effected by or on behalf of the Insured.

### 4. **Car Park Liability**

Notwithstanding anything contained in Exclusion 7. (b) of Section 3, the indemnity shall apply in respect of Damage to motor vehicles (including the contents therein) not belonging to or loaned, leased or hired to the Insured whilst such vehicles are within, entering or leaving the car parking area provided by the Insured provided always that the Insurer shall not be liable for Damage due to the movement of such vehicles by any Employee of the Insured.

### 5. **Indemnity to Principal**

Notwithstanding anything contained to the contrary in Section 3, it is agreed that the indemnity as provided by PART B of this Section will extend to indemnify any public authority, local authority, company, firm, individual or other party (hereinafter called the "Principal(s)") in respect of all sums which the Principal(s) shall become legally liable to pay in respect of accidental Bodily Injury or accidental Damage to Property as within defined caused by:

- (a) any negligence of the Insured or any person in the service of the Insured whilst engaged on work in connection with the Business which the Insured is performing under contract with the said Principal(s);
- (b) any defect in machinery or plant owned by the Insured which is being used in connection with such work provided always that:

- (i) the Principal(s) are not entitled to indemnity under any other policy;
- (ii) the Principal(s) shall as though they were the Insured observe, fulfil and be subject to the terms, exclusions, limits and conditions of the Policy insofar as they can apply;
- (iii) the Insurer shall have the full conduct and control of all claims in respect of which indemnity is provided by this endorsement;
- (iv) the limit of the Insurer's liability as stated in the Limits of Indemnity shall not be increased by this extension and the indemnity shall apply in priority to the Insured.

The Insurer agrees not to exercise any such rights of recovery in such other circumstances not permitted under section 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

### 6. **Safety Health and Welfare at Work Act**

The Insurer with their written consent will indemnify the Insured under PART A – Employers Liability in respect of legal costs and expenses incurred in the defence of any criminal proceedings brought against the Insured for a breach of the Safety Health and Welfare at Work Act 2005 or amending legislation committed or alleged to have been committed during the Period of Insurance in the course of the Business of the Insured including legal costs and expenses incurred with the written consent of the Insurer in an appeal against a conviction arising from such proceedings provided always that:

- (a) the Insurer will not provide an indemnity against a prosecution which arises out of any activity or risk excluded by PART A – Employers Liability;
- (b) no indemnity will be provided against any claim or claims:
  - (i) brought about or contributed to by any deliberate act or omission by or on behalf of the Insured if the result thereof could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission;
  - (ii) for any fines or penalties imposed upon the Insured;
  - (iii) in respect of which indemnity is provided by any other insurance;
  - (iv) for any Deductible amount referred to in the Schedule against Employers Liability;
- (c) this extension will not serve to increase any of the Limits of Indemnity set out in the Schedule against Employers Liability.

### 7. **Wrongful Arrest**

Notwithstanding anything contained to the contrary in this Section of the Policy it is agreed that PART B – Property Owners Liability will extend to indemnify the Insured against loss



by reason of the liability imposed by law upon the Insured on account of "Wrongful Arrest" (as hereinafter defined) committed or alleged to have been committed during the Period of Insurance. However, the maximum amount for which the Insurer may be liable shall be limited to €63,500 in respect of any one Occurrence and in the aggregate in any one Period of Insurance. The Insurer also agrees to reimburse the Insured for the amount of any "Costs" (which expression shall mean all investigation, adjustment and legal expenses) incurred by the Insured in the investigation, adjustment and defence of any claims or proceedings which may be brought against the Insured even if such claims or proceedings are groundless or fraudulent. The extension in cover as granted hereby shall, however, be limited to claims by persons being arrested or under arrest. The term "Wrongful Arrest" shall mean:

- (a) assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has been or could be placed in the custody of a law enforcement officer;
- (b) libel or slander, false imprisonment, malicious prosecution either:
  - (i) committed or alleged to have been committed directly in connection with an arrest; or
  - (ii) arising out of the investigation of acts or shoplifting or theft.

Acts committed or alleged to have been committed by any person employed by the Insured in or about the conduct of operations by or on behalf of the Insured shall be deemed to have been committed by the Insured.

The indemnity hereby given shall not apply to:

- (i) liability assumed by the Insured under any written contract or agreement unless the Insurer has given its written agreement thereto;
- (ii) claims or suits made or brought against the Insured by any officers, directors, partners, Employees or agents of the Insured;
- (iii) claims arising out of any dishonest, fraudulent or criminal act of the Insured or any Employee or agent of the Insured;
- (iv) claims arising out of acts, services or the performances of duties in connection with riots, civil commotions or mob actions or in the control, suppression or prevention thereof.

# General Exclusions applicable to the entire Policy

The following Exclusions apply to all Sections of the Policy. Additional Exclusions specific to each Section are set out therein.

1. This Policy including any Extensions does not cover Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or any legal liability or any claim under the Policy whatsoever, directly or indirectly caused by or contributed to, by or arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) war, invasion, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- (d) confiscation, detention, destruction, nationalisation, requisition or enforcement by order of any Government, Power, Municipal, Local or Customs Authority;
- (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (f) mould, mildew, fungus or spores of any type, nature or description;
- (g) work, or storage of property, 5 metres or more above floor or ground level.

2. **Terrorism Exclusion**

It is hereby understood and agreed, that notwithstanding any other war risk or terrorism exclusion that may be in the Policy or any clause limiting or attempting to limit the application of any endorsements to the Policy, this Policy is amended as follows:

This Policy does not cover loss, destruction or damage to property or any claim caused by, resulting from, contributed to or aggravated by any of the following perils, whether such loss, destruction, damage or cause of a claim is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the Policy:

- (a) war, hostile or warlike action in time of peace or war (whether or not declared)

including action in hindering, combating or defending against an actual, impending or expected attack:

- (i) by government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces, or any other armed forces or militia; or
  - (ii) by military, naval or air forces, or any other armed forces or militia; or
  - (iii) by an agent of any such government, power, authority or force;
- (b) any weapon of war employing nuclear or radioactive force or contamination whether in time of peace or war (whether or not declared), whether or not its discharge was accidental;
  - (c) insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction;
  - (d) any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for the purposes of Terrorism;
  - (e) hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, truck(s), train(s) or automobile(s), including any attempted seizure of control, made by any person or persons;
  - (f) riot civil commotion in Northern Ireland.

Such loss, destruction, damage or cause of claim is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the loss, destruction, damage or cause of claim.

Solely for the purposes of this Exclusion, Terrorism means the use or threatened use of any unlawful means, including the use of force or violence against any person(s) or property (ies), for the actual or apparent purpose of intimidating, coercing, punishing or affecting society or some portion of society or government. In any action suit or other proceedings where the Insurer alleges that by reason of this definition any loss, destruction, damage or cause of claim is not covered by this Policy the burden of proving that such loss, destruction, damage or cause of claim is covered shall be upon the

Insured.

All other terms, conditions and exclusions of the Policy remain unchanged.

### 3. **Electronic Data**

(a) Electronic Data Exclusion Notwithstanding any provision to the contrary within the Policy or any Endorsement thereto, it is understood and agreed as follows:

(i) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

(ii) However, in the event that a peril listed below results from any of the matters described in paragraph (i) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Period of Insurance to Property Insured by Section 1 of this Policy directly caused by such listed peril.

Listed Perils Fire Explosion

(b) Electronic Data Processing Media Valuation Notwithstanding any provision to the contrary within the Policy or any Endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or

from originals of a previous generation.

These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

### 4. **Date Recognition Exclusion**

(a) The Insurer will not pay for Damage or consequential loss or any loss, expense or liability of whatsoever nature directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:

(i) correctly recognize any date as its true calendar date;

(ii) capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or

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

(b) It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

(c) It is further understood that the Insurer will not pay for Damage or consequential loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.

Such Damage or consequential loss or other loss, expense or liability described in (a), (b) or (c) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent

Damage or consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean (to the extent that these are insured by this Policy):

fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, theft or attempted theft, subsidence, ground heave or landslip.

All other terms, conditions and exclusions of this Policy remain unchanged.

#### **5. Economic and Trade Sanctions**

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Luxembourg, UK, or the United States of America.

#### **6. Communicable Disease Exclusion Section 1 and 2**

Notwithstanding any other provision of this Policy to the contrary, the Company does not insure any loss, cost, damage or expense, arising out of, attributable to, or occurring concurrently or in any sequence with a communicable disease.

As used herein, communicable disease means any infectious or contagious substance:

- a) Including, not limited to, a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not, and,
- b) Regardless of the method of transmission, whether direct or indirect, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal, that can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to tangible or intangible property insured hereunder.

For avoidance of doubt, no coverage extension, additional coverage, global extension, exception to any exclusion or other coverage grant shall afford any coverage that would otherwise be excluded through this exclusion. For further

avoidance of doubt, loss, cost, damage or expense, includes any cost to clean-up, detoxify, remove, monitor or test: (1) for a communicable disease or (2) any tangible or intangible property insured hereunder that is affected by such communicable disease.



# General Conditions applicable to the entire Policy

The following Conditions apply to all Sections of the Policy. Additional Conditions specific to each Section are set out therein. The titles of these paragraphs are for convenience only and do not lend any meaning to this contract.

## 1. Cancellation

The Insurer may cancel this Policy by giving 30 days notice of cancellation by recorded delivery to the Insured's registered address or the last known address of the Insured. On expiry of the 30 days notice the Policy shall be automatically cancelled and the Insurer shall be discharged from all obligations on foot of the Policy to the Insured save for any obligation contained in this Condition. After cancellation and subject to adjustment where applicable and also subject to the Insurer's right to retain any minimum premiums specified in the Schedule attaching to this Policy or in any Endorsement attaching thereto, the Insurer shall return to the Insured a proportionate part of the premium in respect of the unexpired portion of the Period of Insurance.

## 2. Completed Application Form

The Insured must answer all questions on the completed application honestly and with reasonable care. Failure to do so may result in your policy being cancelled or the Insurer may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the Impact of Misrepresentation section. In the event of any inconsistency in the Insured's responses to, or information supplied in the Completed Application Form and the Statement of Fact the most recent answers and information supplied in the Completed Application Form will prevail.

The Insured must either immediately or as soon as reasonably possible inform the Insurer if any of the answers or information given in the completed application form is inaccurate or has changed.

## 3. Impact of Misrepresentation

The impact of any Misrepresentation by the Insured to any of the answers provided on the Completed Application Form is as follows:

### (a) Innocent Misrepresentation:

Where the Insured have answered all questions in the Completed Application Form honestly and with reasonable care but where the Insured made an innocent misrepresentation (that is, one that is neither

negligent nor fraudulent) the Insurer will pay any covered claim event subject to the terms and conditions of this policy.

### (b) Negligent Misrepresentation:

If the Insured make a negligent misrepresentation or fail to take reasonable care in completing the Completed Application Form the cover under this policy may not fully operate and in the event of a claim the Insurer will exercise one of the following remedies:

(a) If knowing the full details, the Insurer would not have entered into the insurance contract, the Insurer may avoid the contract, refuse all claims and return any premiums paid by the Insured.

(b) If the Insurer would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract of insurance may be treated as if it had been entered into on those terms.

(c) If the Insurer would have entered into the contract of insurance but have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on the claim.

(d) Where there is no outstanding claim under the contract of insurance, the Insurer may either:

(i) give notice to the Insured that in the event of a claim the Insurer will exercise the remedies in paragraphs (a) to (c), or

(ii) terminate the contract by giving reasonable notice to the Insured.

### (c) Fraudulent Misrepresentation:

If the Insured make a fraudulent misrepresentation or where any conduct by the Insured/Policyholder or Insured involves fraud of any kind the Insurer shall be entitled to avoid the contract of insurance and refuse any claims.

## 4. Precautions

The Insured shall:

### (a) take all reasonable precautions to:

(i) prevent Bodily Injury;

(ii) prevent and/or minimise any Damage;

### (b) exercise reasonable care:

(i) in the selection and supervision of employees;

(ii) to ensure that all statutory and other

- obligations and regulations imposed by any authority are duly observed and complied with;
- (c) maintain the Premises and all ways, works, machinery and plant in a good state of repair;
- (d) take immediate steps to remedy any defect discovered by complaints or otherwise and in the meantime cause such temporary precautions to be taken as the circumstances may require;
- (e) keep books with a complete record of purchases and sales;
- (f) bring into full and effective operation all locks, bolts, alarms and protective devices fitted to the Premises at the inception of this insurance or as subsequently agreed with the Insurer whenever the Premises are closed for business or left unattended.

#### 5. **Cooling Off Period**

The Insured have 14 working days from the start date of this policy to cancel the cover without penalty. You will however be charged a pro rata premium for the period you were on cover. We will require your cancellation request to be in writing (by email or letter) with your policy number details included. Your cancellation will only take effect upon our receipt of your written cancellation request.

#### 6. **Your Right to Cancel**

If at any time, you decide to cancel your policy (provided the duration of the contract is not less than one month), and you do so in writing, by email or letter, the Insurer will not impose any financial cost other than the cost of the premium for the period of cover.

However, if you have arranged your insurance policy through an authorised and regulated insurance intermediary you may also be liable to pay a fee to that intermediary. Your intermediary's terms of business, will confirm such information for you.

#### 7. **Claims**

On the discovery of any event, circumstance and/or Occurrence which may give rise to a claim under this Policy the Insured must notify the Insurer as soon as possible giving full particulars thereof. In addition the Insured must:

- (a) in the event of Damage to Property Insured under Section 1 of this Policy:
  - (i) inform the Gardai or Police immediately if the Damage is caused or appears to be caused by thieves or malicious persons;
  - (ii) send to the Insurer a written claim not later than 30 days (7 days in the case of Damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons if insured by this Policy) after the Damage has occurred providing at his own expense all the detailed

particulars and evidence regarding the cause and the amount of the Damage as the Insurer may reasonably require;

- (iii) forward to the Insurer immediately all letters, claims, writs or other documents;
- (b) in respect of any Occurrence for which there may be a liability under Section 3 of this Policy:
  - (i) notify and forward to the Insurer every letter, claim, writ, summons and/or process immediately on receipt;
  - (ii) give notice to the Insurer immediately after the Insured shall have knowledge of any incident, prosecution or inquest in connection therewith;
  - (iii) as far as practicable and notwithstanding anything contained in General Condition 3. (d) make and permit to be made no alteration or repair until the Insurer shall have had an opportunity of inspecting.

No admission, repudiation, offer, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer.

The Insurer will be entitled:

- (a) in the event of Damage to Property Insured under Section 1 of this Policy:
  - (i) to enter any building where the Damage has occurred and take and keep possession of the property;
  - (ii) to deal with the salvage in any reasonable manner provided that under no circumstances can the Insured abandon any property to the Insurer;
- (b) if it so desires in respect of Section 3 of this Policy to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such information and assistance as the Insurer may require.

This Policy shall be proof that the Insured has given to the Insurer the license and authority which it may need to exercise its rights under this Condition.

#### 8. **Fraudulent Claims and Fraudulent Representations**

If the Insured shall make any claim for indemnity under this Policy knowing the same to be false or fraudulent or fraudulent representation / statements, as regards amount or otherwise, such claim shall be excluded from this Policy and the Insurer reserves the right to avoid the Policy in its entirety, and in such case all claims hereunder shall be forfeited.

#### 9. **Contribution**

- (a) If at the time of any loss under Section

- 1 or 2 of this Policy there be any other insurance effected by or on behalf of the Insured covering such loss or any part of it the liability of the Insurer hereunder shall be limited to its rateable proportion of such loss
- (b) Unless otherwise required by law, any insurance as is provided under Section 3 of this Policy shall apply only as excess over any other valid and collectable insurance.

#### 10. **Subrogation**

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

Without prejudice to the aforementioned, The Insurer agrees not to exercise any such rights of recovery in such other circumstances not permitted under section 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

#### 11. **Arbitration**

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or, in the case of disagreement between the arbitrators, to the decision of an umpire appointed in writing by the arbitrators before entering upon the reference. The umpire shall sit with the arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Insurer. If the Insurer shall disclaim liability for any claim and such claim shall not within twelve months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not be thereafter recoverable hereunder.

#### 12. **Alterations**

This Policy shall be avoided by the Insurer if:

- (a) the Business be wound up or carried on by a Liquidator or Receiver or permanently discontinued; or
- (b) the Insured's interest ceases otherwise than by death; or
- (c) any change shall occur materially varying

the facts existing at the commencement of the Period of Insurance or if any defects or conditions of working which render the risk more than usually hazardous be discovered, unless their continuance be admitted in writing by or on behalf of the Insurer and the Insured pay such additional premium as the Insurer may require.

#### 13. **Jurisdiction**

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

#### 14. **Survey**

It is a condition precedent to the Insurer's liability that if this Policy has been issued prior to the Insurer's survey, the Insured shall comply with any risk improvements required by the Insurer within the time specified. However should the survey show in the Insurer's opinion that the risk or any part of the risk is unacceptable then the Insurer will retain the right to cancel, suspend or alter the terms of the insurance provided by any part of the Policy.

#### 15. **Due Diligence**

The due observance and fulfilment of the terms, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of statements made by the Insured to the Insurer shall be a condition precedent to any liability of the Insurer to make any payment under this Policy.

#### 16. **Representations**

Every representations which is incorporated in this Policy shall from the time the representations attaches apply and continue to be in force during the whole currency of this Policy and non-compliance with any such warranty whether it increases the risk or not shall be a bar to any claim hereunder provided that whenever the Policy is renewed a claim in respect of such risk occurring during the renewal period shall not be barred by reason of a representations not having being complied with at any time before the commencement of such period.

#### 17. **Insurance Act 1936**

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

#### 18. **Alteration of Risk**

You must contact us immediately or as soon as reasonably possible, if any of the answers or information provided is inaccurate or has changed beyond what was reasonably contemplated when the contract of insurance was concluded. Failure to do so may be regarded as a Misrepresentation (please refer to Impacts of Misrepresentation section for full details).

## 19. Third Party Contract Rights

Nothing in this policy is intended to confer a directly enforceable benefit on any third party other than an Insured, unless permitted pursuant to section 21 of the Consumer Insurance Contracts Act 2019 (Ireland).

### Complaints Procedure

AIG Europe SA wants to give you the best possible service. If you feel you have cause for complaint you should contact:

The Customer Complaints Officer  
AIG Europe SA,  
30 North Wall Quay,  
IFSC,  
Dublin 1,  
D01 R8H7.

Phone: +353 1 208 1400  
E-mail: [customercomplaints.ie@aig.com](mailto:customercomplaints.ie@aig.com)  
Website: [www.aig.ie/complaints](http://www.aig.ie/complaints)

We will acknowledge the complaint within 5 business days of receiving it, keep the complainant informed of progress and provide an answer within one month (unless specific circumstances prevents us from doing so, in which case the complainant will be informed).

At any stage you may contact any of the following:  
Insurance Ireland  
Insurance Centre,  
5 Harbourmaster Place,  
IFSC,  
Dublin 1,  
D01 E7E8.

Phone: + 353 1 676 1820  
Fax: +353 1 676 1943  
E-mail: [feedback@insuranceireland.eu](mailto:feedback@insuranceireland.eu)  
Website: <http://www.insuranceireland.eu>

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

This insurance is underwritten by AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35D Avenue John F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>.

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3.

Telephone: 1890 77 77 77. Fax: 01 6716561.  
E-mail: [enquiries@centralbank.ie](mailto:enquiries@centralbank.ie).  
Web: <http://www.centralbank.ie>.

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at <http://www.aig.lu/>.

### Insurance Compensation Fund

You may be entitled to compensation from the scheme in the unlikely event that AIG Europe S.A. cannot meet its obligations. The maximum amount that could be available in respect of any sum due to a policyholder is 65% of the sum due or EUR 825,000, whichever is the lesser.

Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website though the following link: <https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund>

### How we use Personal Information

How we use Personal Information

AIG Europe S.A. is committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes: Insurance administration, e.g. communications, claims processing and payment make assessments and



decisions about the provision and terms of insurance and settlement of claims assistance and advice on medical and travel matters, management of our business operations and IT infrastructure, prevention, detection and investigation of crime, e.g. fraud and money laundering establishment and defence of legal rights, legal and regulatory compliance (including compliance with laws and regulations outside your country of residence) monitoring and recording of telephone calls for quality, training and security purposes market research and analysis.

**Sharing of Personal Information** - For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

**International transfer** - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law.

Further information about international transfers is set out in our Privacy Policy (see below).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal

Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

**Privacy Policy** - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.ie/privacy-policy> or you may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: [dataprotectionofficer.ie@aig.com](mailto:dataprotectionofficer.ie@aig.com).

**AIG Europe S.A., Ireland Branch is an insurance company**

**We don't provide advice or any personal  
recommendation about this product**

**Employees are paid a salary. We do not pay them  
bonuses or commissions directly linked to sales**



**AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances  
and supervised by the Commissariat aux Assurances, and is regulated by  
the Central Bank of Ireland for conduct of business rules.**