

## COMBINED PROPERTY POLICY

<b><u>CONTENTS</u></b>	<b><u>PAGE</u></b>
INTRODUCTION .....	2
SCHEDULE .....	3
SPECIFICATION.....	4
GENERAL DEFINITIONS .....	5
MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS .....	6 - 42
MONEY SECTION .....	43 - 49
GENERAL EXCLUSIONS.....	50 - 51
GENERAL CONDITIONS .....	52 – 57

### **In your interest:**

Please read this Policy carefully to ensure that it provides the cover requested. If it does not, then please return it immediately to your Insurance Intermediary or to the Company together with your instructions.

The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1.

## **INTRODUCTION**

### **COMBINED PROPERTY POLICY**

In consideration of the Insured having paid or agreed to pay the Premium

Allianz p.l.c. (hereinafter called the "Company") will indemnify the Insured in the manner and to the extent described within this Policy subject to its terms Definitions Extensions Exclusions Conditions and any Endorsements

The Submission in respect of this insurance made to the Company by or on behalf of the Insured whether in writing or otherwise shall be the basis of this contract

This Policy comprising the Introduction Schedule Specification Definitions Insuring Clauses Extensions Exclusions Conditions and any Endorsements shall be read as one contract and any word and expression to which specific meaning has been attached therein shall bear such specific meaning wherever it may appear

Signed on behalf of the Company

Authorised Signatory

## SCHEDULE

## **SPECIFICATION**

## GENERAL DEFINITIONS

1. **Insured** shall mean the person company firm or other legal entity named as the Insured in the Schedule.
2. **Business** is as stated in the Schedule.
3. **Damage** shall mean direct physical loss or destruction of or damage to the Property Insured, and the word Damaged shall be construed accordingly.
4. **Premises** shall mean the location of Property Insured as stated in the Schedule.
5. **Submission** shall mean the proposal and declaration or statement of fact for the insurance herein provided for together with all attachments thereto and any other information supplied by the Insured or the Insured's broker in connection with or for the purpose of this insurance, all of which shall be incorporated in and form part of this Policy.
6. **Territorial Limits** shall mean the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands.
7. **Period of Insurance** shall mean the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium.
8. **Deductible** shall mean the amount the Insured shall bear in respect of each and every incident or occurrence as stated in the Schedule.
9. **Unoccupied** shall mean any of the following
  - (a) not physically occupied by the Insured or his/her employees or tenants
  - (b) not used for the purposes of the Business
  - (c) empty
  - (d) vacant
  - (e) disused
  - (f) untenanted
  - (g) unfurnished

## **MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS DEFINITIONS**

1. **Business Interruption** shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of Damage to property used by the Insured at the Premises for the purpose of the Business.

### **2. Property Insured**

#### **(a) Buildings at the Premises**

buildings being built mainly of brick, stone or concrete and roofed with slates, non-combustible tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non-combustible mineral ingredients (unless otherwise stated in the Schedule) including:

- (i) landlord's fixtures and fittings
- (ii) outbuildings
- (iii) walls, gates and fences
- (iv) piping ducting cables wires and associated control gear and accessories on the Premises and extending to the public mains, but only to the extent of the Insured's legal responsibility.
- (v) yards car-parks roads and pavements.

#### **(b) Contents at the Premises**

The term "Contents" includes

- (i) machinery plant trade fixtures and fittings
- (ii) tenants' improvements alterations and decorations
- (iii) so far as they are not otherwise insured, employees' directors' and visitors' pedal cycles tools and other personal effects of every description (other than motor vehicles) for an amount not exceeding €850 in respect of any one person
- (iv) contents of outbuildings
- (v) money and stamps for an amount not exceeding €3,200
- (vi) documents, manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the insured of the information therein for an amount not exceeding €10,000
- (vii) computer systems records, but only for the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to the insured of the information contained therein, for an amount not exceeding €10,000

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS**  
**DEFINITIONS**  
**Continued**

For the purposes of this insurance computer systems records will mean all current and back up computer records (excluding fixed discs and paper records of any description) incorporating stored programs and/or information stored thereon the property of the Insured or leased hired or rented by the Insured

(viii) patterns, models, moulds, plans or designs or set of same for an amount not exceeding €10,000

The term "Contents" excludes

- (i) landlord's fixtures and fittings
- (ii) stock and materials in trade
- (iii) vehicles licensed for road use including accessories thereon and contents therein except to the extent provided under Extension 12 Motor Vehicles

(c) **Stock** shall mean

- (i) stock and materials in trade including work in progress the property of the Insured or held by them in trust or on commission for which they are responsible
- (ii) customers goods for which the Insured have made themselves responsible even though such goods shall have been bought and paid for excluding property more specifically insured

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

**3. Memoranda Index** shall mean the Memoranda Index in the Schedule.

**4. Defined Perils** shall mean such of the following as are specified in the Schedule as being applicable:

**A: Fire** but excluding Damage to the Property Insured or Business Interruption caused by

- (a) explosion resulting from fire
- (b) earthquake or subterranean fire
- (c) (i) its own spontaneous fermentation or heating,  
or  
(ii) its undergoing any heating process or any process involving the application of heat

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS  
DEFINITIONS  
Continued**

**Lightning**

**Explosion**

- (i) of boilers used for domestic purposes only
  - (ii) of gas used for domestic purposes only
  - (iii) in respect of Business Interruption only, of any other boilers or economisers on the Premises
- but excluding Damage or Business Interruption caused by earthquake or subterranean fire

**B: Explosion** excluding

- (a) in respect of the Material Damage Section

Damage caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured

in respect of and originating in any vessel machinery or apparatus, or its contents, belonging to or under the control of the Insured which requires to be examined to comply with any Statutory Regulations unless there is in force a policy of insurance or other contract providing the required inspection service

- (b) in respect of the Business Interruption Section

Business Interruption or Damage caused by the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on the Premises) belonging to or under the control of the Insured in which internal pressure is due to steam only

- (c) Damage or Business Interruption by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

**C: Aircraft** or other aerial devices or articles dropped there from excluding Damage or Business Interruption by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

**D: Riot Civil Commotion Strikers Locked-Out Workers** or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, excluding Damage or Business Interruption

- (a) arising from confiscation requisition or destruction by order of the government or any public authority
- (b) arising from cessation of work



**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS  
DEFINITIONS  
Continued**

**E: Riot Civil Commotion Strikers Locked-Out Workers** or persons taking part in labour disturbances or **Malicious Persons** excluding

- (a) Damage or Business Interruption arising from confiscation requisition or destruction by order of the government or any public authority
- (b) Damage or Business Interruption arising from cessation of work
- (c) as regards Damage or Business Interruption (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - (i) Damage or Business Interruption by Theft
  - (ii) Damage or Business Interruption in respect of any Building which is Unoccupied

**F: Riot or Civil Commotion** in respect of Damage caused by fire only, excluding Damage or Business Interruption arising from

- (a) confiscation or requisition or destruction by order of the government or any public authority
- (b) cessation of work

**G: Earthquake**

**H: Earthquake** in respect of Damage or Business Interruption caused by fire only

**J: Earthquake** excluding Damage or Business Interruption caused by fire

**K: Subterranean Fire**

**L: Fire only** resulting from the Property Insured's own Spontaneous Fermentation or Heating

**M: Storm** excluding

- (a) Damage or Business Interruption by
  - (i) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam;
  - (ii) inundation from the sea

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS  
DEFINITIONS  
Continued**

whether resulting from storm or otherwise

- (b) Damage or Business Interruption attributable solely to change in the water table level
- (c) Damage or Business Interruption by frost, subsidence, ground heave or landslip
- (d) Damage or Business Interruption in respect of movable property in the open, fences and gates
- (e) Damage to open-fronted or open-sided Buildings or to property contained therein

**N: Storm or Flood** excluding Damage or Business Interruption

- (a) attributable solely to change in the water table level
- (b) by frost, subsidence, ground heave or landslip
- (c) in respect of movable property in the open, fences and gates
- (d) to open-fronted or open-sided Buildings or to property contained therein

**P: Escape of Water from Any Tank Apparatus or Pipe** excluding Damage or Business Interruption

- (a) by water discharged or leaking from any automatic sprinkler installation
- (b) in respect of any Building which is Unoccupied

**Q: Impact** by any road vehicle or animal not belonging to or under the control of the Insured or any occupier of the Premises or their respective employees

**R: Impact** by any road vehicle (including fork lift or stacker truck) or animal belonging to or under the control of the Insured or any occupier of the Premises or their respective employees

**S: Accidental Escape of Water from any Automatic Sprinkler Installation** in the Premises not caused by

- (a) freezing whilst the Building in so far as it is in the Insured's ownership or tenancy is Unoccupied
- (b) explosion, earthquake, subterranean fire or heat caused by fire

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS  
DEFINITIONS  
Continued**

**T: Theft** (which shall be deemed to include attempted Theft)

**Excluding** Damage and Business Interruption

- (a) which does not involve
  - (i) entry to or exit from a Building by forcible and violent means or
  - (ii) actual or threatened assault or violence to the Insured or any partner director employee of the Insured or members of their families or any other person who has a legal right to be on the Premises
- (b) to any part of the Building which is not occupied by the Insured for the purpose of the Business
- (c) in respect of any Building which is Unoccupied
- (d) to property in the open or from any outbuilding
- (e) to property in transit
- (f) to Money and securities of any description
- (g) to glass more specifically insured

**U: Accidental Damage – Glass/Sanitaryware**

Accidental Damage to or Business Interruption arising from:

Damage to:

- (a) fixed glass including the cost of Damage to frames or framework following breakage of glass including temporary boarding up where necessary pending replacement
- (b) lettering, alarm foil, safety film, painting, embossing, silvering or other ornamental work thereon
- (c) lavatory pans, washbasins, cisterns and other sanitary ware for which the Insured is responsible
- (d) fixed external signs including fittings forming part thereof

**Excluding:**

1. any disfiguration or damage other than fracture extending throughout the entire thickness of the glass
2. any glass/sanitary ware which was cracked or fractured prior to the inception of this Insurance
3. damage caused by mechanical or electrical defect or breakdown or derangement
4. damage caused whilst the Premises is Unoccupied unless specifically agreed

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS**  
**DEFINITIONS**  
**Continued**

5. damage caused by

- (i) wear and tear, moth, vermin, atmospheric or climate conditions or any gradually operating cause
- (ii) alterations, maintenance, repairs or any process of cleaning or restoring
- (iii) breakage of electrical valves, bulbs or tubes unless forming part of the Property Insured and fixed therein and happening as the result of damage to such property

**V. Accidental Damage**

**Excluding:**

- (a) Damage or Business Interruption caused by or consisting of or arising from or attributable to

- (i) any of the Defined Perils
- (ii) any of the exclusions to the Defined Perils

specified in Defined Perils A-U and W, whether Defined Perils A-U and W are insured or not

- (b) Damage or Business Interruption caused by or consisting of

- (i) inherent vice
- (ii) latent defect
- (iii) gradual deterioration
- (iv) wear and tear
- (v) frost
- (vi) its own faulty or defective design or materials

but this shall not exclude subsequent Damage or Business Interruption which itself results from a cause not otherwise excluded

- (c) faulty or defective workmanship by the Insured or any employee of the Insured
- (d) operational error or omission by the Insured or any employee of the Insured but this shall not exclude such Damage or Business Interruption not otherwise excluded which itself results from Defined Perils A - U or subsequent Damage or Business Interruption which itself results from a cause not otherwise excluded
- (e) Damage or Business Interruption caused by or consisting of acts of fraud or dishonesty by any partner director or employee of the Insured
- (f) Damage or Business Interruption caused by or consisting of seizure or destruction by order of public authority

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS**  
**DEFINITIONS**  
**Continued**

- (g) Damage or Business Interruption caused by or consisting of
- (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
  - (ii) change in temperature colour flavour texture or finish

or Damage or Business Interruption consisting of

- (iii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping connected to them
- (iv) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- (v) in respect of Business Interruption Section only

Business Interruption caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but this shall not exclude such Damage or Business Interruption not otherwise excluded which itself results from Defined Perils A-U or from any other accidental loss, destruction or damage, or subsequent Damage or Business Interruption which itself results from a cause not otherwise excluded

- (h) Damage or Business Interruption caused by disappearance unexplained or inventory shortage or the misfiling or misplacing of information
- (i) Damage or Business Interruption caused to any building or structure by its own collapse or cracking but this shall not exclude such Damage or Business Interruption caused by Defined Perils A - U in so far as they are not otherwise excluded
- (j) Damage or Business Interruption in respect of fences gates and moveable property in the open caused by wind rain hail sleet snow or dust
- (k) Damage or Business Interruption to any property resulting from its undergoing any process of production packing treatment testing commissioning service or repair
- (l) Damage or Business Interruption in respect of
- (i) jewellery precious stones or precious metals bullion furs curiosities works of art or rare books
  - (ii) property in transit
  - (iii) glass china earthenware marble or other fragile or brittle objects

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS**  
**DEFINITIONS**  
**Continued**

(iv) money bonds or securities of any description

(m) Damage or Business Interruption in respect of

(i) vehicles licensed for road use (including accessories on them) caravans trailers railway locomotives rolling stock watercraft or aircraft

(ii) property or structures in course of construction or erection and materials or supplies in connection with all such property or structures

(iii) lands roads pavements piers jetties bridges culverts or excavations

(iv) livestock growing crops or trees

but this shall not exclude such Property Insured specifically described in the Schedule

**W: Subsidence or Ground Heave** of any part of the site on which the Property Insured stands or landslip excluding

(a) Damage to or Business Interruption in respect of yards, car-parks, roads, pavements, walls, gates and fences unless also affecting a Building insured hereby

(b) Damage or Business Interruption caused by or consisting of

(i) the normal settlement or bedding down of new structures

(ii) the settlement or movement of made-up ground

(iii) coastal or river erosion

(iv) defective design or workmanship or the use of defective materials

(v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe

(c) Damage or Business Interruption which originated prior to the inception of this cover

(d) Damage or Business Interruption resulting from

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

(ii) groundworks or excavation

at the same Premises

**MATERIAL DAMAGE SECTION**  
**(Applicable only if specified in the Schedule)**

**INSURING CLAUSE**

If any of the Property Insured is Damaged within the Territorial Limits by any Defined Peril other than by an excluded cause the Company will pay to the Insured the value of the Property Insured at the time of its being Damaged or the amount of such Damage or at its option reinstate or replace such Property Insured or any part thereof

provided that the liability of the Company in respect of any one loss or in the aggregate in any one Period of Insurance shall in no case exceed

1. in respect of each item of Property Insured the sum expressed in the Schedule to be the Sum Insured thereon or in the whole the Total Specification Sum Insured hereby
2. any Limit of Liability shown in the Schedule or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

## **MATERIAL DAMAGE SECTION EXTENSIONS**

These Section Extensions are subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy

### **1. Adjoining Buildings**

It is understood that, except where specifically insured small outside Buildings and their Contents, and the Buildings and Contents of an extension to and communicating with any of the previously described Buildings are held to be insured under the item applying to the Building to which such property is attached or belongs.

### **2. Professional Fees**

- (a) The insurance by each item on Buildings or Contents includes an amount in respect of Architects', Surveyors', Consulting Engineers', Legal Fees
- (b) The insurance on Fees applies only to those necessarily and reasonably incurred in the reinstatement or repair of the Property Insured consequent upon its Damage but not for preparing any claim, it being understood that the amount payable under the item shall not exceed in total its Sum Insured.

### **3. Automatic Cover (Capital Additions)**

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

- (a) any newly acquired and/or newly-erected Buildings and Contents, in so far as the same are not otherwise insured, and
- (b) alterations, additions and improvements to Buildings and Contents, but not in respect of any appreciation in value,

anywhere in the Territorial Limits

**provided that:**

- (i) at any one situation this cover shall not exceed 10 per cent of the Total Specification Sum Insured on such Property Insured or €500,000 whichever is the less
- (ii) the Insured gives particulars of such Extension of cover as soon as is practicable but not later than 90 days from the commencement of the Insured's responsibility or renewal of this Policy which ever is earlier. The Insured shall pay such additional premium as may be required retrospective to the commencement of the Company's liability.
- (iii) the provisions of this Extension shall be fully maintained, notwithstanding any specific insurance effected under Extension 3(b)(ii) above.



**MATERIAL DAMAGE SECTION  
EXTENSIONS  
Continued**

**4. Change of Temperature**

Notwithstanding anything herein to the contrary, this Section covers Damage to the Property Insured which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by Fire, Lightning and Explosion, as defined herein or any other peril insured hereby, subject to the terms, Definitions, Exclusions, Extensions and Conditions of this Section.

**5. Clearing of Drains**

The insurance by each item on Buildings extends to cover expense necessarily incurred in clearing, cleaning and/or repairing drains, gutters, sewers and the like on the Premises for which the Insured is responsible in consequence of damage by the Defined Perils hereby insured against on the Insured's own Premises.

**6. Contract Price**

In respect only of goods sold but not delivered for which the Insured is responsible subject to a sale contract which, following Damage is cancelled by reason of its condition wholly or to the extent of the Damage, the liability of the Company shall be based on the contract price.

For the purpose of this insurance the value of all goods to which this Extension could apply in the event of Damage shall also be ascertained on this basis.

**7. Day One Basis Reinstatement Memorandum**

**Applicable as stated on the Memoranda Index.**

- A. Subject to the following Special Conditions the basis upon which the amount payable in respect of Property Insured by the above items is to be calculated shall be the Reinstatement of the property Damaged

For this purpose "Reinstatement" means

- (a) the rebuilding or replacement of property Damaged which, provided the liability of the Company is not increased may be carried out
  - (i) in any manner suitable to the requirements of the Insured
  - (ii) upon another site
- (b) the repair or restoration of property Damaged

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

**MATERIAL DAMAGE SECTION  
EXTENSION  
Continued**

- B. The Insured having stated in writing the Declared Value (shown in brackets below the Sum Insured) for each of the said items, the premium has been calculated accordingly

“Declared Value” means the Insured’s assessment of the cost of reinstatement of the Property Insured arrived at in accordance with Extension 7A(a) 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

- (a) the additional cost of reinstatement to comply with Public Authorities requirements
- (b) professional fees
- (c) debris removal costs.

**Special Conditions**

- (a) At the inception of each Period of Insurance the Insured shall notify the Company 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.
- (b) If at the time of Damage the Declared Value of the property covered by such item be less than the cost of Reinstatement (as defined in paragraph 7B above) at the inception of the Period of Insurance then the Company’s liability for the Damage shall not exceed that proportion thereof which the Declared Value bears to such cost of Reinstatement.
- (c) The liability of the Company for the repair or restoration of property Damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- (d) No payment beyond the amount which would have been payable in the absence of Extension 7 shall be made
  - (i) unless Reinstatement commences and proceeds without unreasonable delay
  - (ii) until the cost of Reinstatement shall have been actually incurred
  - (iii) if the Property Insured at the time of its loss destruction or Damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement.
- (e) All the terms, Definitions, Exclusions, Extensions and Conditions of this Section shall apply
  - (i) in respect of any claim payable under the provisions of Extension 7 except in so far as they are varied hereby
  - (ii) where claims are payable as if Extension 7 had not been incorporated except that the Sum(s) Insured shall be limited to 115% of the Declared Value(s).

**MATERIAL DAMAGE SECTION  
EXTENSIONS  
Continued**

**8. Workman's Clause**

Workmen are allowed on the Property Insured for the purpose of making minor structural and other alterations up to a contract value of €50,000 from time to time without prejudice to this insurance.

**9. Hiring or Leasing Agreements**

The interest of parties supplying property to the Insured under a hiring, leasing or similar agreement is noted in this insurance, the nature and extent of any interest to be disclosed in the event of destruction or Damage.

**10. Internal Transfers**

The insurance in respect of Contents and Stock applies to Property Insured transferred between the Insured's Premises in which such Property Insured is located including transit by road, rail or inland waterway between such Premises. The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the loss occurred at the Premises from which the Property Insured is transferred, or in the aggregate 10% of the Sum Insured by such items or €32,000 whichever is the less in respect of any such transfers at any one time.

**11. Mortgagees**

The interest of the Mortgagee in this insurance shall not be prejudiced by any act or neglect of the Mortgagor or Occupier of any building hereby insured whereby the danger of loss or damage is increased without the authority or knowledge of the Mortgagee provided the Mortgagee shall immediately on becoming aware thereof give notice in writing to the Company and on demand pay such additional premium as the Company may require.

**12. Motor Vehicles**

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

Unless specifically mentioned in the Schedule, the liability of the Company in respect of vehicles licensed for road use and accessories thereon is limited to €32,000 or 10% of the aggregate Sum Insured on Contents and Stock whichever is the less.

**13. Other Interests**

**Applicable as stated on Memoranda Index.**

It is understood and agreed that the parties listed on the Memoranda Index have an interest in the insurance by this Section together with the within named Insured for their respective rights and interests as stated therein.

**MATERIAL DAMAGE SECTION  
EXTENSIONS  
Continued**

**14. Non-Invalidation**

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased, unknown to or beyond the control of the Insured, providing that the Insured, immediately they become aware thereof shall give notice to the Company and pay an additional premium, if required.

**15. Private Dwellinghouse**

It is hereby agreed and declared that notwithstanding anything in this Section contained to the contrary the insurance on Buildings used in their entirety as Private Dwellinghouse shall, subject to the following Special Conditions, extend to include Damage to such Property Insured directly caused by

- (a) Fire occasioned by or happening through its own Spontaneous Fermentation or Heating
- (b) Explosion
- (c) Thunderbolt, Subterranean Fire, Earthquake (other than destruction of or Damage to the Buildings caused by Earthquake shock)

**provided always** that all the terms, Definitions, Exclusions, Extensions and Conditions of the Section (except insofar as they may be hereby expressly varied) shall apply as if they had been incorporated herein.

**16. European Union and Public Authorities (including undamaged property)**

**Applicable as stated on the Memoranda Index.**

Subject to the following Special Conditions the insurance by the above items nos. of this Section extends to include such additional cost of Reinstatement of the Damaged Property Insured as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Oireachtas European Union legislation or with Bye-Laws of any Public Authority excluding

- (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
  - (i) in respect of Damage occurring prior to the granting of this Extension
  - (ii) in respect of Damage not insured by the Section
  - (iii) under which notice has been served upon the Insured or any lessee, tenant or sub-tenant prior to the happening of the Damage
  - (iv) in respect of such portions of the Property Insured not Damaged
- (b) the additional cost that would have been required to make good the Damaged Property Insured to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen

**MATERIAL DAMAGE SECTION  
EXTENSIONS  
Continued**

- (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws

**Special Conditions**

- (a) The work of Reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Company (during the said twelve months) may allow and may be carried out upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased.
- (b) If the liability of the Company under (any item of) the Section apart from this Extension, shall be reduced by the application of any of the terms, Definitions, Exclusions, Extensions and Conditions of the Section then the liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion.
- (c) The liability of the Company shall not exceed in respect of any one loss
  - (i) in respect of undamaged portions of property (other than foundations) 15% of the total amount the Company would have been liable to pay to reinstate the property if the Property Insured by the item at the Premises where Damage occurred had been wholly destroyed
  - (ii) in respect of the property suffering Damage the Sum Insured applicable to each separate Premises
- (d) The total amount recoverable under any item of the Section shall not exceed the Sum Insured thereby.
- (e) All the terms, Definitions, Exclusions, Extensions and Conditions of the Section except insofar as they may be hereby varied shall apply as if they had been incorporated herein.

**17. Contracting Purchaser's Interest**

If at the time of Damage the Insured shall have contracted to sell his interest in any Building hereby insured and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase (if and so far as the Property Insured is not otherwise insured against such Damage by him or on his behalf) shall be entitled to benefit under this Section without prejudice to the rights and liabilities of the Insured or the Company up to completion.

**18. Re-Erection of Plant and Machinery**

The insurance on plant and/or machinery includes the cost of re-erecting, fitting and fixing same consequent upon Damage by any of the Defined Perils.

The liability of the Company under this Extension and the Section in respect of any item shall in no case exceed the Sum Insured thereby.

**MATERIAL DAMAGE SECTION  
EXTENSIONS  
Continued**

**19. Reinstatement Memorandum**

**Applicable as stated on the Memoranda Index**

Subject to the following Special Conditions the basis upon which the amount payable in respect of Property Insured by the above items is to be calculated shall be the Reinstatement of the Damaged Property Insured

For this purpose "Reinstatement" means

- (a) the rebuilding or replacement of Damaged Property Insured which, provided the liability of the Company is not increased, may be carried out
  - (i) in any manner suitable to the requirements of the Insured
  - (ii) upon another site
- (b) the repair or restoration of Damaged Property Insured

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

**Special Conditions**

- (a) The liability of the Company for the repair or restoration in part only of Damaged Property Insured shall not exceed the amount which would have been payable had such Damaged Property Insured been wholly destroyed.
- (b) If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property Insured covered by any item subject to this memorandum exceeds its Sum Insured at the commencement of any Damage, the liability of the Company shall not exceed that proportion of the amount of the Damage which the said Sum Insured shall bear to the sum representing the total cost of Reinstating the whole of such Property Insured at that time.
- (c) No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
  - (i) unless Reinstatement commences and proceeds without unreasonable delay
  - (ii) until the cost of Reinstatement shall have been actually incurred
  - (iii) if the Property Insured at the time of its Damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement.
- (d) All the terms, Definitions, Exclusions, Extensions and Conditions of the Section shall apply
  - (i) in respect of any claim payable under the provisions of this memorandum except in so far as they are varied hereby
  - (ii) where claims are payable as if this memorandum had not been incorporated.

**MATERIAL DAMAGE SECTION  
EXTENSIONS  
Continued**

**20. Reinstatement of the Amount of Any Loss**

In consideration of the Sum Insured by any item hereof not being reduced by the amount of any loss, the Insured undertakes to pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.

**21. Removal of Debris**

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

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

of the portion or portions of the Property Insured by the said items Damaged by any Defined Peril hereby insured against

The liability of the Company under this Extension and the Section in respect of any item shall in no case exceed the Sum Insured thereby

The Company will not pay for any costs or expenses

1. incurred in removing debris except from the site of such Damaged Property Insured and the area immediately adjacent to such site
2. arising from pollution or contamination of property not insured by this Section.

**22. Spontaneous Combustion**

Notwithstanding anything contained to the contrary in this Section it is hereby declared and agreed that the insurance by the Section extends to cover Damage by fire only of or to coal, coke and wood blocks caused by its own spontaneous fermentation heating or combustion.

**23. Subrogation Waiver**

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

- (a) Any company standing in the relation of Parent to Subsidiary (or Subsidiary to Parent) to the Insured as defined in the Companies Act 1963 to 2009 or any future amendments thereto, as appropriate, current at the time of the Damage
- (b) Any company which is a Subsidiary of a Parent Company of which the Insured is itself a Subsidiary, in each case within the meaning of the Companies Act 1963 to 2009 or any future amendments thereto, as appropriate, current at the time of Damage

**MATERIAL DAMAGE SECTION  
EXTENSIONS  
Continued**

**24. Temporary Removal**

- (a) The Property Insured by this Section (other than Stock if insured) is covered whilst temporarily removed for cleaning renovation repair or other similar purposes elsewhere and in transit thereto and therefrom all in the Territorial Limits.
- (b) The liability of the Company under this Extension in respect of each item of the Section for any Damage occurring elsewhere than at the within mentioned Premises shall not exceed 15% of the Sum Insured by the item or €250,000 whichever is the less.
- (c) This Extension does not apply to Property Insured in so far as it is otherwise insured, nor, as regards losses occurring elsewhere than at the Premises from which the Property Insured is temporarily removed, to motor vehicles and motor chassis licensed for normal road use.
- (d) All the terms, Definitions, Exclusions, Extensions and Conditions of the Section except in so far as they are varied hereby shall apply as if they had been Incorporated herein.

**25. Temporary Removal (Deeds and Documents)**

The insurance of deeds and other documents, (including stamps thereon), manuscripts plans and writings of every description and books (written and printed) extends to cover such Property Insured for an amount not exceeding €10,000, whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Territorial Limits.

This Extension does not apply to

- (a) Computer Systems Records
- (b) Property Insured in so far as it is otherwise insured.

**26. Temporary Removal (Computer Systems Records)**

The insurance of Computer Systems Records extends to cover such property for an amount not exceeding €2,500, whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Territorial Limits. This Extension does not apply to Property Insured in so far as it is otherwise insured.

**27. Contractor's Interest**

Where the Insured is required to effect insurance on the Property Insured in the joint names of the Insured and the contractor under the terms of an RIAI contract condition then the Interest of the contractor in the Property Insured as joint Insured is hereby noted and the Insured must provide the Company with details of any single contract in excess of €250,000 prior to work commencing and pay an additional premium if required.



**MATERIAL DAMAGE SECTION  
EXTENSIONS  
Continued**

**28. Damage to Grounds and Landscaped Gardens**

The Company will pay reasonable costs incurred to restore or repair grounds or landscaped gardens of the Property Insured or for which the Insured is responsible, following Damage caused by the emergency services up to a maximum of €25,000.

**29. Trace and Access**

In the event of Damage covered by this Policy the Company will pay costs necessarily and reasonably incurred with the prior consent of the Company in locating the source of any escape of water from any fixed domestic water service or heating installation or leakage of fuel from any fixed oil installation, including subsequent repairs arising directly as a consequence thereof

Provided that

- (a) the maximum liability of the Company shall not exceed €25,000 any one loss
- (b) this Extension shall not apply to the cost of repairs to any such fixed domestic water service or heating installation other than as described above.

**30. Branded Goods**

In the event of a claim for Damage to branded or labelled merchandise covered by this Section, any salvage will not be disposed of by sale without the consent of the Insured. If such salvage is not disposed of by sale then the Damage will be assessed at the value agreed between the Insured and the Company and be taken into consideration at the settlement of the loss.

The Insured may at the expense of the Company stamp "salvage" on the merchandise or its containers or may remove or obliterate the brands or labels from such merchandise if such stamp removal or obliteration will not physically further damage the merchandise, provided that the Insured re-label the merchandise or containers in compliance with the requirements of the law.

**31. Fire Extinguishing Expenses**

The Company will pay

- (a) costs incurred by the Insured in replenishing and recharging fire extinguishing equipment arising out of the use of such equipment following the occurrence of fire in or at the Buildings
- (b) fire brigade charges incurred by the Insured as a result of or arising from an occurrence which is insured under this section for an amount not exceeding €10,000 any one loss.

**32. Theft Damage to Buildings**

Cover includes Damage to a building or part of a building at the Premises whether such building or part of a building is insured by this Section or not but for which the Insured are responsible caused by theft or attempted theft and involving entry to or exit from the building by forcible and violent means excluding

**MATERIAL DAMAGE SECTION  
EXTENSIONS  
Continued**

(a) Damage

- (i) to any Unoccupied building unless agreed otherwise by the Company in writing
- (ii) expedited or in any way brought about by the Insured or any partner director or employee of the Insured or any other person who has a legal right to be on the Premises unless such theft or attempted theft involves the threat of or assault or violence to the Insured or any partner director or employee of the Insured or any other person who has a legal right to be on the Premises
- (iii) to property
  - a. in respect of which the Insured is not liable for repair costs
  - b. in respect of which the Insured is able to recover repair costs from another source
  - c. which is more specifically or otherwise insured

- (b) In respect of each separate Premises, the amount of the Deductible specified in the Schedule under Defined Peril Theft

Cover also includes the cost of any temporary boarding up and making good in consequence of such Damage necessary to keep the Premises secure.

The liability of the Company under this Extension shall not exceed €25,000 any one loss.

**33. Locks and Keys**

The Company will pay the costs incurred as a result of the necessary replacement of locks at the Premises following theft (as insured by this Section) of keys or entry swipe cards from the Premises or from the home of any director partner or employee authorised by the Insured to hold such keys or cards or following threat of or actual assault or violence to the Insured or any authorised employee provided that the liability of the Company will not

- (a) include the cost of replacing the locks of any safe or strong room if the keys to such locks are left on the Premises whilst the Premises is closed for Business
- (b) exceed €10,000 any one loss and in total during any one Period of Insurance

**34. Metered Utilities**

Cover includes additional water gas electricity oil or other metered supply charges incurred by the Insured up to an amount of €25,000 any one loss in consequence of Damage by an insured Defined Peril but the Company will not pay for such charges incurred in respect of any building which is Unoccupied.

The basis on which the amount payable is to be calculated will be the amount of the suppliers charges for the period during which Damage occurs, less the charge paid by the Insured for the corresponding period in the preceding year adjusted for changes in the suppliers charges and for variations affecting the supply consumption of the Insured during the intervening period.

**MATERIAL DAMAGE SECTION  
EXTENSIONS  
Continued**

**35. Exhibitions**

Cover includes Property Insured whilst at any exhibition site including whilst being erected or dismantled anywhere in the Republic of Ireland or United Kingdom other than whilst in any premises owned or occupied by the Insured or any exhibition site which is under canvas or in the open. The liability of the Company shall not exceed €5,000 in respect of any one loss.

**36. Further Investigation Expenses**

Where any Buildings have suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Buildings which is not immediately apparent, cover extends to include the reasonable costs incurred by the Insured with the Company's prior consent in establishing whether or not such other Damage has occurred

The Company will also pay the reasonable costs incurred by the Insured in establishing whether or not other insured Buildings in the immediate vicinity for which the Insured are responsible have suffered Damage in the same incident, but only if such Buildings are subsequently found to have suffered such Damage for which the Insurer is liable under this Section

Provided that the liability of the Company in any one Period of Insurance shall not exceed €5,000.

**37. Undamaged Stock**

The basis of settlement for Stock includes any loss incurred less the value of any salvage

- (a) in the event of undamaged Stock deteriorating and/or being condemned or otherwise becoming unusable
- (b) in respect of Stock which the Insured is obliged under contract to accept from any other party but is unable to use

resulting solely from Damage as insured by this Section, provided that the liability of the Company in respect of any one loss shall not exceed 15% of the Sum Insured on Stock.

## **MATERIAL DAMAGE SECTION EXCLUSIONS**

1. Loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to Property Insured used by the Insured for the purpose of the Business, not otherwise excluded, caused by
  - (a) pollution or contamination which itself results from a Defined Peril (excluding Defined Peril V. Accidental Damage) hereby insured against
  - (b) any Defined Peril (excluding Defined Peril V. Accidental Damage) hereby insured against which itself results from pollution or contamination.
  
2. Consequential loss or Damage of any kind or description except loss of rent when such loss is included in the cover under this Section.
  
3. Damage occurring to Dynamos, Wires, Mains or Electrical Apparatus through self-ignition, short-circuiting, over-running, excessive pressure, self-heating or leakage of electricity, other than Damage by fire which may extend to Property Insured beyond such Dynamos, Wires, Mains or Electrical Apparatus.
  
4. Any loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with
  - (a) the loss of alteration of or damage to or
  - (b) a reduction in the functionality availability or operation ofa computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment whether the property of the Insured or not  

But this Exclusion shall not apply to such loss alteration damage or reduction in functionality availability or operation caused by a Defined Peril (excluding Defined Peril V. Accidental Damage and Defined Perils D E and F - Riot/Malicious Damage) as specified in the Schedule and/or Specification as applicable.
  
5. Property which at the time of the happening of Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any Deductible beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
  
6. Any property more specifically insured by or on behalf of the Insured.

## **MATERIAL DAMAGE SECTION CONDITIONS**

### **1. Condition of Average (Under-insurance)**

The Sum Insured by each item (under each column) of the Specification of this Section (other than those applying solely to fees rent removal of debris or private dwelling houses) is declared to be separately subject to Average

In respect of all Sums Insured hereby declared to be subject to Average, where such sum shall at the commencement of any Damage be less than the value of the Property Insured within such Sum Insured, the amount payable by the Company in respect of such damage shall be proportionately reduced.

## **MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS CONDITIONS**

### **1. Warranties**

Every warranty to which the Property Insured or any item thereof is, or may be, made subject, shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Section, and non-compliance with any such warranty, whether it increases the risk or not shall be a bar to any claim in respect of such Property Insured or item; provided that whenever this Section is renewed a claim in respect of destruction or Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

### **2. Standard Warranties**

It is a condition precedent to the Company's liability that

- (a) no painting or other surface treatments involving the use of highly flammable liquids other than in accordance with Loss Prevention Council Recommendations in connection with Spraying and other Painting Processes involving the use of Highly Flammable Liquids.
- (b) all trade waste be removed outside the Building daily.
- (c) no solvents and/or accelerators giving off a flammable vapour at a temperature of less than 65°C used or stored in connection with the processing of plastic materials.

**N.B. 5 litres allowed.**

### **3. Intruder Alarms**

It is a condition precedent to the Company's liability for Damage that in respect of any Intruder Alarm system installed at the Premises

- (a) a maintenance contract is maintained in force during the currency of this insurance with the installing contractor or such other contractor as is agreed in writing by the Company
- (b) the Premises are not left unattended unless
  - (i) the Intruder Alarm system is tested and set in its entirety and where the equipment permits any central station to which the Intruder Alarm is connected has acknowledged the setting signal and
  - (ii) as far as the Insured or their representative is aware the Intruder Alarm system is in full and efficient working order
- (c) the agreement of the Company is obtained in writing before replacing extending or otherwise altering the Intruder Alarm system
- (d) the Company is notified immediately and in writing if the Insured receive written notification from the Garda Siochana or any other Police Authority that they may be withdrawing response to alarm calls

For the purpose of this condition Intruder Alarm system shall be deemed to include all lines and equipment used to transmit the signals to and from the Premises.

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS  
CONDITIONS  
Continued**

**4. Security**

It is a condition precedent to the Company's liability for Damage that whenever the Premises are left unattended

- (a) all locks bolts and other protective devices are in full operation
- (b) all keys (including those relating to any part of the Intruder Alarm system) are
  - (i) removed from the Premises or
  - (ii) placed within a locked safe or strong room the keys to which are themselves removed from the Premises.
- (c) all combination numbers of safes must be held in the custody of the Insured or an authorised employee and must be removed from the Premises

**5. Fire Extinguishing Appliances**

The Insured hereby undertakes to inspect the fire extinguishing appliances every week for the purpose of ascertaining that they are in all respects maintained in proper working order and to remedy promptly any defect disclosed by any such inspection or otherwise.

Subject to the observance of the above undertaking this Policy shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to or beyond the control of the Insured.

**6. Automatic Fire Alarm Installations**

Where automatic fire alarm installations are installed, the Insured hereby undertakes to:

- (a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed and to carry out the maintenance procedures specified by the manufacturers of the equipment
- (b) notify the Company immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more
- (c) record details of all events such as alarm fault tests maintenance and disconnections and keep such details available for examination by the Company's representatives.

**7. Firebreak Doors and Shutters**

The Insured warrants that all firebreak doors and shutters will be kept closed except during working hours and will be maintained in efficient working order.

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS  
CONDITIONS  
Continued**

**8. Heating**

The Insured warrants that all Building(s) are heated by:

- (a) low pressure hot water or steam
- (b) oil fired space heaters fed from a fuel tank in the open
- (c) overhead gas or electrical appliances or air conditioning units
- (d) gas or electric heaters in offices only

except as stated by Endorsement.

**9. Automatic Sprinkler Installations**

Where Buildings are protected by Automatic Sprinkler Installations

A. The Insured hereby warrants and undertakes in consideration of the discount and/or reduced rate granted for the automatic sprinkler installation(s) to

- (a) ensure a test is made every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit (except where it is continuously monitored or is such that one break of wires will not prevent an alarm signal being transmitted e.g. a ring circuit)
  - (b) (i) ensure a test is made at least once a week for the purpose of ascertaining the condition of
    - 1. the connection with the public fire station, central fire alarm depot or public fire brigade control (unless the Fire Brigade have given a written undertaking to carry out this test)
    - 2. the relevant batteries

**Note:** Where the circuit concerned is not continuously monitored test (1) must be made every working day

  - (ii) have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the system referred to in (i) above and to obtain from them following each inspection certification that it is in satisfactory working order
- (c) ensure a test is made every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valves controlling the individual water supplies and the installation are fully open

- (d) ensure a test is made each week for the purpose of ascertaining that the pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct, and record the completion of these tests



**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS**  
**CONDITIONS**  
**Continued**

- (e) ensure quarterly or half-yearly tests are made, if required by the Company to do so, for the purpose of ascertaining that each water supply is in order, and record the particulars of each test
- (f) remedy promptly any defect disclosed by such tests or otherwise
- (g) display prominently at each sprinklered storage area (as defined by the Company) a notice of the terms agreed with the Company which specifies
  - (i) the description of goods which may be stored
  - (ii) the maximum height of storage
  - (iii) the minimum permitted clearance between goods stored and the sprinkler deflectorsand comply with the terms of the notice
- B. (a) Notice shall be given to the Company by the Insured before any installation is rendered inoperative, or immediately in the event of emergency
- (b) The Company shall have access to the Property Insured at all reasonable times for the purpose of inspecting the sprinkler installation(s)

**10. Unoccupancy**

It is a condition precedent to the liability of the Company that notice in writing shall be given to the Company by the Insured when a Building or portion of a Building becomes Unoccupied or when an Unoccupied Building or portion thereof becomes occupied again and an additional premium paid if required

**11. Unoccupied Buildings**

It is a condition precedent to the liability of the Company that in respect of any Building or portion of a Building that is Unoccupied or becomes Unoccupied after the commencement of cover under this Policy, that until such Buildings again become occupied the Insured must

- (a) turn off all electrical gas and water supplies at the mains other than those supplies connected to automatic sprinkler installations or isolated electrical circuits to lighting and alarm systems which remain in operation for security or fire protection purposes
- (b) drain down all water tanks apparatus pipes and heating systems (other than those connected to automatic sprinkler installations)
- (c) take all reasonable precautions to ensure that Buildings are secure against entry by intruders including
  - (i) securely lock and fasten all doors and windows
  - (ii) seal any letter boxes

**MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS  
CONDITIONS  
Continued**

- (iii) set all security and alarm protections in full operation and ensure that the protections are in proper working order
- (d) remove all waste and obsolete combustible materials from either within or outside the buildings at the Premises
- (e) inspect (or arrange for an authorised representative to inspect) the Buildings both internally and externally at least once every 7 days for the purposes of insuring that
  - (i) no deterioration in the condition or state of repair of the Buildings has occurred
  - (ii) all physical security and alarm protection systems remain in full operation and a record of each inspection is kept (which must be available to the Company on request) and any deterioration or defects in the physical security and alarm protections systems rectified remedied or repaired immediately
- (f) remove from the site temporary Buildings and skips not in regular use
- (g) drain and purge all tanks and pressure vessels containing combustible fuels or Liquefied Petroleum Gas (LPG)
- (h) maintain perimeter fence integrity and security
- (i) notify the Company immediately if the Buildings and/or the Premises are to be occupied by contractors for renovation, alteration or conversion purposes
- (j) complete any risk improvements put forward by the Company within the timescales specified by the Company.

The Company will notify the Insured of any other terms and conditions to apply to such Unoccupied Buildings.

## **BUSINESS INTERRUPTION SECTION DEFINITIONS**

1. **Business Interruption** shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of Damage to property used by the Insured at the Premises for the purpose of the Business.
  
2. **Estimated Sum Insured** shall mean the amount declared by the Insured to the Company (and as stated in the Specification) as representing not less than the Earnings which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).  
  
**Earnings** is Gross Profit, Gross Revenue, Gross Rentals, Gross Fees, Tax Relief as stated in the Specification.
  
3. **Maximum Indemnity Period** as set out in the Specification.
  
4. **Indemnity Period** shall mean 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.
  
5. **Uninsured Working Expenses** shall mean purchases less discounts received, discounts allowed, bad debts and any other expenses specified by endorsement. The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

**BUSINESS INTERRUPTION SECTION**  
**(Applicable only if specified in the Schedule)**

**INSURING CLAUSE**

If any building or other property used by the Insured at the Premises for the purpose of the Business be Damaged by a Defined Peril during the Period of Insurance (or any subsequent period for which the Company accepts a renewal premium) the Company will pay to the Insured in respect of each item in the Specification the amount of the Business Interruption resulting from the Damage

**Provided that**

1. at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such Damage and that
  - (a) payment shall have been made or liability admitted therefore, **or**
  - (b) payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
2. the liability of the Company under this Section shall not exceed
  - (a) in the whole the Total Specification Sum Insured or in respect of any item its Sum Insured or any other Limit of Liability stated in the Schedule at the time of the Damage
  - (b) the Sum Insured (or Limit) remaining after deduction for any other Business Interruption occurring during the same Period of Insurance, unless the Company shall have agreed to reinstate any such Sum Insured (or Limit)

## **BUSINESS INTERRUPTION SECTION EXTENSIONS**

These Section Extensions are subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy

### **1. Alternative Premises**

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

### **2. Professional Accountants Clause**

If the professional accountants of the Insured produce any particulars or details required by the Insurer from the Insured's books of account or other business books or documents or any other proofs, information or evidence under the terms of General Condition 6 Claims Condition the Company will pay the Insured the reasonable charges payable by the Insured to their professional accountants, provided that the sum of such reasonable charges and any other amount payable under this section shall not exceed the liability of the Company under this Policy.

### **3. New Business Clause**

If the Business is in its first year of trading during the first Period of Insurance and Damage occurs before completion of such Period of Insurance notwithstanding any Definition in the Specification Rate of Gross Profit and Standard Turnover shall mean the following:

Rate of Gross Profit: the rate of gross profit earned on the Turnover during the period between the date of commencement of the Business and the date of the Damage.

Standard Turnover: the proportional equivalent, for the period equal to the Indemnity Period, of the Turnover realised during the period between the date of commencement of the Business and the date of the Damage.

### **4. Payment on Account**

Payments on account may be made by the Company during the Indemnity Period, if desired, subject to any necessary adjustment at the termination of such Indemnity Period.

### **5. Reinstatement of the amount of any loss**

In consideration of the Sum Insured by any item hereof not being reduced by the amount of any loss , the Insured undertakes to pay the appropriate additional premium on the amount of any loss from the date thereof to the date of the expiry of the Period of Insurance.

**BUSINESS INTERRUPTION SECTION  
EXTENSIONS  
Continued**

**6. Notifiable Disease**

The insurance by this Section shall subject to all the Exclusions and Conditions of the Policy (except in so far as they may be hereby expressly varied) and the special conditions set out below extend to include loss resulting from interruption or interference with the Business carried on by the Insured at the Premises in consequence of :-

1. (a) any occurrence of a Notifiable Disease (as defined below) at the Premises or attributable to food or drink supplied from the Premises  
  
(b) any discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease
2. the discovery of vermin or pests at the Premises
3. any accident causing defect in the drains or other sanitary arrangements at the Premises

which causes restrictions on the use of the Premises on the order or advice of the competent authority

4. any occurrence of murder or suicide at the Premises

**Special Conditions**

1. Notifiable Disease shall mean illness sustained by any person resulting from
  - (a) food or drink poisoning or
  - (b) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS)) an outbreak of which the competent authority has stipulated shall be notified to them.

2. For the purposes of this memorandum:

Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the occurrence, discovery or accident, beginning

(a) in the case of 1, 2 and 3 above with the date from which the restrictions on the Premises are applied or

(b) in the case of 4 above with the date of the occurrence

and ending not later than the Maximum Indemnity Period thereafter.

Maximum Indemnity Period shall mean 3 months.

Premises shall only mean those locations stated in the Premises definition; In the event that the Policy includes an extension which deems loss destruction or damage at other locations to be an incident such extension shall not apply to this memorandum.

## **BUSINESS INTERRUPTION SECTION EXTENSIONS Continued**

3. The Company shall not be liable for any costs incurred in the cleaning repair replacement recall or checking of property.
4. The Company shall only be liable for the loss arising at those Premises which are directly affected by the occurrence discovery or accident.

The liability of the Company shall not exceed €250,000 in respect of any one occurrence or €250,000 in any one Period of Insurance.

### **7. Prevention of Access**

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage 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 this extension in respect of any one occurrence shall not exceed €250,000 or €250,000 in any one Period of Insurance

Property in the immediate vicinity of the Premises destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto whether the Premises or Property of the Insured therein shall be damaged or not.

### **8. Public Utilities**

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage at the undernoted situations or to the property as undernoted within the Territorial Limits shall be deemed to be loss resulting from Damage to Property Insured used by the Insured at the Premises provided that after the application of all other terms and conditions and provisions of the Policy the liability of the Company under this extension in respect of any one occurrence shall not exceed €250,000 or €250,000 in any one Period of Insurance

Property at any:

- (a) generating station or sub-station of the public electricity supply undertaking
- (b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- (c) water works or pumping station of the public water supply undertaking
- (d) land based premises of the public telecommunications supplier

from which the Insured obtains electricity gas water or telecommunications services.

### **9. Public Relations Expenses**

In the event of Business Interruption at the Premises cover extends to include the additional expenditure necessarily and reasonably incurred with the agreement of the Company during the Indemnity Period of employing suitable public relations personnel to deal with press and public announcements and other

**BUSINESS INTERRUPTION SECTION  
EXTENSIONS  
Continued**

activities, provided that

- (a) the Maximum Indemnity Period in respect of this Extension shall not exceed 3 months
- (b) the Company shall not be liable for more than €10,000 in respect of any one occurrence.



## **BUSINESS INTERRUPTION SECTION EXCLUSIONS**

1. Loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to Property Insured used by the Insured at the Premises for the purpose of the Business, not otherwise excluded, caused by
  - (a) pollution or contamination which itself results from a Defined Peril (excluding Defined Peril V. Accidental Damage) hereby insured against
  - (b) any Defined Peril (excluding Defined Peril V. Accidental Damage) hereby insured against which itself results from pollution or contamination.
  
2. Any loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with
  - (a) the loss alteration of or damage to or
  - (b) a reduction in the functionality availability or operation ofa computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment whether the property of the Insured or not

But this Exclusion shall not apply to such loss alteration damage or reduction in functionality availability or operation caused by a Defined Peril (excluding Defined Peril V. Accidental Damage and Defined Perils D E and F - Riot/Malicious Damage) as specified in the Schedule and/or Specification as applicable.

## **BUSINESS INTERRUPTION SECTION CONDITIONS**

### **1. Value Added Tax**

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

### **2. Current Cost Accounting**

For the purpose of these definitions, any adjustment implemented in current cost accounting shall be disregarded

### **3. Renewal Clause**

The Insured shall prior to each renewal furnish the Company with the Estimated Sum Insured for the financial year most nearly concurrent with the ensuing year of insurance.

## **MONEY SECTION DEFINITIONS**

1. **Money** shall mean cash, bank notes, currency notes, credit card sales vouchers, cheques, bankers drafts, postal orders, money orders, travellers cheques, current postage stamps, V.A.T. invoices, pension and insurance stamps, national savings stamps or certificates, holiday with pay stamps, gift tokens, unused credit in postal franking machines, luncheon and other negotiable trade vouchers, consumer redemption vouchers, bus tickets, phone cards belonging to the Insured or for which the Insured are legally responsible and pertaining to the Business.
2. **Business Hours** shall mean the working hours during which the Insured or authorised employees entrusted with the Money are at the Premises for the purposes of the Business.
3. **Property Insured** shall mean Money as defined and clothing and personal effects of the Insured and any Insured Person.
4. **Insured Person** shall mean the Insured or any director partner or employee of the Insured aged 16 and over.

**MONEY SECTION**  
**(Applicable only if specified in the Schedule)**

**INSURING CLAUSE**

The Company will indemnify the Insured against Damage subject to the Limits of Indemnity as stated below:

<u>Situation and Circumstances</u>	<u>Limits of Indemnity</u>
1. Money in the Insured's Premises during Business Hours or in transit to or from the bank or other financial institution in the personal custody of the Insured or the Insured's authorised employees, or in a bank night safe and thereafter within bank premises until at the bank's risk.	Refer Schedule
2. Money in the Insured's Premises out of Business Hours	
(a) in locked safes or strong rooms	Refer Schedule
Make Model Serial Number.	Refer Schedule
(b) in all other locked safes or strong rooms	€1,500 in total
(c) not in locked safe or strong room	€500
3. Money in the Insured's residence or that of any authorised employee	€500
4. Crossed cheques, crossed postal orders and crossed money orders whilst in the situation and circumstances described in Items 1 to 3 provided that the Insured retains an accurate record of such cash as would enable a stop be placed against payment of the instruments otherwise such cash is considered as being part of the Money insured under Items 1 to 3 for the limits applying under Items 1 to 3.	€250,000
5. Damage to safes or strong rooms (limited to the cost of repair or replacement of the safe or strong room to a condition or quality that applied at the time of the happening of the Damage) but limited in all to a sum not exceeding	€10,000
6. Money whilst in the personal custody of travellers or collectors or whilst contained in hotel safes on behalf of such travellers or collectors	€1,000

**MONEY SECTION  
INSURING CLAUSE  
Continued**

**Provided that** it shall be a condition to any liability of the Company under this Section that

- (a) for transit of amounts up to €4,000 all carryings be made by an able bodied adult person
- (b) for transits of amounts over €4,000 and up to €8,000 all carryings to be made by two able bodied adult persons
- (c) for transits of amounts over €8,000 and up to €15,000 all carryings to be made by three able bodied adult persons
- (d) amounts over €15,000 to be carried by a security company approved by the Company the name of which has been lodged with the Company
- (e) Money shall not be left in unattended vehicles
- (f) journeys in excess of one kilometre must be undertaken in a motor vehicle

**Additional Benefit**

The Company will also indemnify the Insured in respect of

**Personal Assault**

If, during the course of the Business, an Insured Person shall sustain bodily injury or shall suffer Damage as a result of an assault with intent to steal Money, or other Property Insured as covered by this Section, then the Company will pay to the Insured Person or in the event of the Insured Person's death to the legal personal representatives of the Insured Person compensation as specified in the Scale of Benefits set out below.

**Scale of Benefits**

If the bodily injury referred to above is the sole and direct cause of

**1. Death**

or

**2. Total loss by physical severance at or above the wrist of one or both hands, at or above the ankle of one or both feet or irrecoverable loss of all sight in one or both eyes or the power of speech or the sense of hearing**

occurring within 12 calendar months of the happening of such bodily injury - €15,000

**MONEY SECTION  
INSURING CLAUSE  
Continued**

3. Total disablement from engaging in or giving attention to profession, business or occupation – compensation at the rate of €85 per week
4. Vouched medical expenses incurred by the Insured as a result of bodily injury following assault up to a limit of €500
5. Damage to clothing or personal effects of the Insured Person – €650

**Provided that**

1. After injury the Insured Person shall act upon medical advice and, if so required, submit to medical examination at the expense of the Company
2. Benefit shall not be payable:
  - (a) under more than one of Items 1, 2 and 3 in respect of the same bodily injury other than a claim under Items 1 or 2 following upon a claim under Item 3
  - (b) under Item 3
    - (i) until the total amount of the compensation has been ascertained
    - (ii) unless the bodily injury requires treatment by a registered medical practitioner
    - (iii) in respect of any period of disablement which is not certified by a registered medical practitioner
    - (iv) for more than 104 weeks from the commencement of the disablement as certified by a registered medical practitioner Any payment made under Item 3 shall be deducted from any sum subsequently payable under Items 1 or 2 in respect of the same bodily injury, the Company being liable only for the balance.
3. After the happening of bodily injury resulting in a claim under Items 1 or 2 no further liability to make any payment shall attach to the Company in respect of the Insured Person concerned
4. The Company shall not be liable in respect of death, injury or disablement caused by any pre-existing physical or mental defect, condition or infirmity
5. The total amount payable, in respect of any one or more injuries to any Insured Person during the Period of Insurance, shall not exceed €15,000.

## **MONEY SECTION EXCLUSIONS**

### **This Section does not cover**

#### **1. Loss or Damage**

- (a) arising from fraud or dishonesty of any employee, director or partner of the Insured, which is not discovered within 14 working days of its occurrence
- (b) arising from shortages due to error, omission or depreciation in value
- (c) of Money in vending or gaming machines in excess of €500
- (d) while in an unattended vehicle
- (e) covered by a policy of Fidelity Guarantee Insurance
- (f) occurring outside the Territorial Limits.
- (g) due to use of counterfeit Money

#### **2. In respect of compensation for accidental bodily injury**

- (a) any pre-existing physical or mental defect or infirmity
- (b) any consequences of pregnancy or childbirth

#### **3. Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with**

- (a) the loss alteration of or damage to or
- (b) a reduction in the functionality availability or operation of

a computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment whether the property of the Insured or not.

## **MONEY SECTION CONDITIONS**

### **1. Intruder Alarms**

It is a condition precedent to the Company's liability for Damage that in respect of any Intruder Alarm system installed at the Premises

- (a) a maintenance contract is maintained in force during the currency of this insurance with the installing contractor or such other contractor as is agreed in writing by the Company
- (b) the Premises are not left unattended unless
  - (i) the Intruder Alarm system is tested and set in its entirety and where the equipment permits any central station to which the Intruder Alarm is connected has acknowledged the setting signal and
  - (ii) as far as the Insured or their representative is aware the Intruder Alarm system is in full and efficient working order
- (c) the agreement of the Company is obtained in writing before replacing extending or otherwise altering the Intruder Alarm system
- (d) the Company is notified immediately and in writing if the Insured receive written notification from the Garda Siochana or any other Police Authority that they may be withdrawing response to alarm calls

For the purpose of this condition Intruder Alarm system shall be deemed to include all lines and equipment used to transmit the signals to and from the Premises.

### **2. Security**

It is a condition precedent to the Company's liability for Damage that whenever the Premises are left unattended

- (a) all locks bolts and other protective devices are in full operation
- (b) all keys (including those relating to any part of the Intruder Alarm system) are
  - (i) removed from the Premises or
  - (ii) placed within a locked safe or strong room the keys to which are themselves removed from the Premises.
- (c) all combination numbers of safes must be held in the custody of the Insured or an authorised employee and must be removed from the Premises



**MONEY SECTION  
CONDITIONS  
Continued**

**3. Automatic Teller Machine**

- A. In respect of automatic teller machines at the Premises for which the Insured is responsible which are back loaded from a secure cash office it is a condition precedent to the Company's liability for Damage that the Insured must ensure that
- (a) outside of Business Hours all Money is removed from the ATM and placed in a locked safe, the make and model having been agreed with the Company
  - (b) notices are displayed in prominent places stating that the ATM holds no Money when the Premises is closed.
- B. In respect of all automatic teller machines at the Premises for which the Insured is responsible (other than as described in Paragraph A. above) it is a condition precedent to the Company's liability for Damage that the Insured must ensure that
- (a) (i) the filling of the automatic teller machine (ATM)  
and  
(ii) removal of Money from the ATM
- is carried on whilst the Premises are closed to all customers and no customers are left on the Premises
- (b) outside of Business Hours
    - (i) all Money is removed from the ATM and placed in a locked safe, the make and model having been agreed with the Company
    - (ii) the door to the ATM and security container is left open
  - (c) notices are displayed in prominent places stating that the ATM holds no Money when the Premises are closed.

**4. Record of Money**

It is a condition precedent to the Company's liability for Damage that the Insured must keep a complete record of all Money covered by this Section in a secure place other than in a safe or strong room containing Money.

## GENERAL EXCLUSIONS

**The Company will not indemnify the Insured in respect of**

1. (a) loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
- (b) any legal liability of whatsoever nature

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

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

The exclusion in this sub-clause (iv) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by the Insured for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended.

2. any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
  - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (b) any Act of Terrorism

For the purpose of this Exclusion Act of Terrorism means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Policy also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing or suppressing or in any way relating to anything contained in (a) and/or (b) above.

If the Company allege that by reason of this Exclusion, any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

## **GENERAL EXCLUSIONS**

### **Continued**

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

3. the amount of any Deductible stated in the Schedule including any Condition of Average where applicable.  
  
The Insured warrants that it shall not effect insurance in respect of the amounts of the Deductibles stated in the Schedule.
4. Damage or Business Interruption caused by or consisting of any fraudulent criminal wilful or dishonest act by the Insured or their representatives
5. Loss or Damage directly or indirectly occasioned by happening through or in consequence of confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority
6. Costs or expenses directly or indirectly caused by consisting of arising from or connected with the failure or inconsistency in performance or function of any equipment whether the property of the Insured or not
  - (a) correctly recognise or establish any date as its true calendar date
  - (b) recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information or command or instruction as a result of failure in date based functionality and/or associated algorithms or rules
  - (c) recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information as a result of the operation of any command which had been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise capture save retain or to manipulate calculate interpret or process correctly such data or information as a result of failure in date based functionality and/or associated algorithms or rules.

But this Exclusion shall not exclude subsequent Damage, Burglary/Theft, Glass breakage not otherwise excluded under the Policy which itself is caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, sprinkler leakage, impact by any vehicle (or goods falling there from) or animal.

## **GENERAL CONDITIONS**

### **1. Cancellation**

- (a) The Company may cancel this Policy at any time by giving 7 days notice by registered letter to the last known address of the Insured and this cancellation will be effective from midnight on the seventh day immediately following the date of the registered letter. In such case the Insured shall be entitled to the return of a proportionate part of the Premium in respect of the un-expired Period of Insurance subject to the retention by the Company of the Minimum Premium stated in the Schedule or as advised to the Insured or if the Premium has been based on estimates supplied by the Insured the Premium shall be adjusted in accordance with any Premium Adjustment Conditions.
- (b) Without prejudice to the generality of General Condition 1 (a) if the Company has agreed to accept payment of Premium for this Policy by instalments then in the event of non-payment of any instalment on or before the due date the Company may cancel this Policy by giving 7 days notice by registered letter to the last known address of the Insured and this cancellation will be effective from midnight on the seventh day immediately following the date of the registered letter. The Company shall be entitled to payment of the Premium proportionate to the Period of Insurance.

### **2. Alteration**

This Policy shall be avoided if after the commencement of this insurance

- (a) any alteration be made either to the Property Insured and/or the Premises and/or the Business whereby the risk of Damage or Business Interruption is increased or
- (b) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
- (c) the interest of the Insured ceases other than by death or
- (d) in respect of subsidence ground heave or landslip if insured (applicable to Material Damage and Business Interruptions Sections only) - any building demolition or excavation work is carried out on any adjoining site

unless admitted by the Company in writing.

### **3. Reasonable Precautions**

While this Policy is in force the Insured must

- (a) take all reasonable precautions to prevent Damage, accident, injury or liability
- (b) maintain all Property Insured in good condition
- (c) exercise reasonable care in the selection and supervision of steady and competent employees
- (d) take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any legal authority

## **GENERAL CONDITIONS**

### **Continued**

#### **4. Due Observance**

The observance and fulfilment of the terms Exclusions and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured of any other indemnified party shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### **5. Non-Disclosure**

This insurance will be voidable if there has been misrepresentation misdescription or non-disclosure of any material fact

#### **6. Claims Condition**

No claim under this Policy shall be payable unless the terms of this Claims Condition have been complied with. Any payment on account of the claim already made shall be repaid to the Company forthwith

On the discovery of any event which might give rise to a claim under this Policy

The Insured must

- (a) give immediate notice to the Company
- (b) give immediate notice to the Garda Siochana or other Police Authority in respect of
  - (i) Damage by Theft (or attempted Theft),
  - (ii) Damage caused by malicious persons
  - (iii) loss of Money by any cause whatsoever
- (c)
  - (i) deliver to the Company at the Insured's expense within 7 days of its happening full detail of loss destruction of damage caused by Riot, Civil Commotion, strikers, locked-out workers or persons taking part in labour disturbances or Malicious Persons
  - (ii) at the Insured's own expense, within 30 days after the happening of Damage or within 30 days after the expiration of the Indemnity Period in the event of a claim under the Business Interruption Section or such further period as the Company may in writing allow, furnish a claim in writing to the Company with such detailed particulars, proofs, certificates or other documents as may reasonably be required, together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith
- (d) deliver to the Company such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matter connected with it
- (e) take all reasonable steps to diminish or avoid the Damage, and to minimise any interruption or interference with the Business

## **GENERAL CONDITIONS**

### **Continued**

- (f) give the Company every assistance and co-operation and comply with its reasonable requests
- (g) if required allow the Company take over any Damaged Building or other Property Insured for all reasonable purposes
- (h) not abandon property to the Company

#### **7. Discharge of Liability**

The Company may at any time at its sole discretion pay to the Insured the amount of the Limit of Indemnity (less any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and be under no further liability in respect of such claim or claims except for other costs and expenses for which the Company may be responsible incurred prior to such payment.

#### **8. Fraud**

If any claim under this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy or if any Damage be occasioned by the Insured's wilful act or with the Insured's connivance all benefit under this Policy shall be forfeited.

#### **9. Subrogation**

Any claimant under this Policy shall at the request and expense of the Company take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company.

#### **10. Reinstatement**

If any Property Insured is to be reinstated or replaced by the Company the Insured shall at his own expense provide all such plans documents books and information as may reasonably be required. The Company shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its Sum Insured.

#### **11. Contribution and Average**

In respect of the Material Damage Section

If at the time of any Damage there is any other insurance effected by or on behalf of the Insured covering any of the property lost destroyed or Damaged the liability of the Company hereunder shall be limited to its rateable proportion of such Damage.

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

## **GENERAL CONDITIONS**

### **Continued**

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the Company under this Section shall be limited to that proportion of the Damage which the Sum Insured under this Section bears to the value of the Property Insured.

#### **In respect of the Business Interruption and Money Sections**

If at the time of any Damage there is any other insurance effected by or on behalf of the Insured covering any matter for which the Company is liable hereunder the liability of the Company shall be limited to its rateable proportion of the loss.

#### **12. Auditors Clause**

Any particulars or details contained in the Insured's books of account or other Business books or documents which may be required by the Company under Claims Condition 6 above for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured's Auditors and their certificate shall be prima facie evidence of the particulars and details to which such certificate relates.

#### **13. Arbitration**

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or failing agreement by the President for the time being of the Law Society of Ireland. Where any difference is referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned.

#### **14. Insurance Act**

In accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become or may become due and payable by the Company under this Policy shall be payable and paid in the Republic of Ireland.

#### **15. Governing Law**

The laws of Ireland will apply to the Insured's Policy and the Irish courts will have jurisdiction to hear any dispute regarding the Insured's Policy.

## **GENERAL CONDITIONS** **Continued**

### **16. Survey and Risk Requirements Condition**

#### **Survey**

Where a survey of the Premises has been conducted and in the event that this survey should show that the risk or any part of it is not satisfactory in the opinion of the Company then the Company reserves the right to

- (a) alter the premium or terms and Conditions
- (b) exercise their right to cancel the Policy
- (c) leave the premium or terms and Conditions unaltered

The Company will advise the Insured or the Insured's broker of their decision and the effective date of such decision.

#### **Risk Requirements**

It is a condition precedent to the liability of the Company that the Insured must comply with all survey risk requirements required by the Company within completion timescales specified by the Company.

In the event that a risk requirement is not completed within the completion timescales specified by the Company then the Company reserves the right to

- (a) alter the premium or terms and Conditions
- (b) exercise their right to cancel the Policy
- (c) leave the premium or terms and Conditions unaltered

The Company will advise the Insured or the Insured's broker of their decision which will be effective either from the expiry of any time period specified by the Company for completion or any other period specified by the Company.

The above conditions do not affect the right of the Company to void the Policy if they discover information material to their acceptance of the risk.

Except in so far as they are expressly varied by this Condition all of the terms Conditions Exclusions and limits of this Policy and of the Sections of the Policy shall continue to apply until advised by the Company.