

# Trademark Policy

## Important Information

Please read and keep safe



# Trademark policy

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(Please note that we use common numbers across all sections in commercial policies, which is why the section numbers in this policy are not in sequence. The missing sections do not apply to this policy cover.)



**Aviva Insurance Ireland DAC**

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.

A private company limited by shares.

Registered in Ireland No. 605769.

Registered Office: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651.

# Introduction

## Your Policy and Schedule

Here is your Trademark Policy containing full details of the insurance being provided. The Schedule contains particulars personal to your insurance protection under the policy including the levels of cover operative under each section of the policy and should be read in conjunction with the rest of the policy. May we please ask you to examine this policy and schedule carefully to ensure it meets with your particular needs.

**Important – please note: only those sections showing as in force in the attached schedule shall apply to your particular policy**

## The law applicable to the contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, Aviva Insurance Ireland DAC, and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer with which your contract will be concluded is Aviva Insurance Ireland DAC.

## Complaints procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your cover through an intermediary or broker, please send your complaint to them. If your complaint is not sorted out to your satisfaction, please contact:

Aviva Insurance Ireland DAC at 1850 666 555.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651 or you can contact:

- **Insurance Ireland** at Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.  
Phone: 01 676 1914  
Fax: 01 676 1943  
E-mail: [iis@insuranceireland.eu](mailto:iis@insuranceireland.eu)  
Website: [www.insuranceireland.eu](http://www.insuranceireland.eu)
- **Financial Services and Pensions Ombudsman**, at Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Phone: 01 567 7000  
E-mail: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

You will not lose your right to take legal action if you contact either of the above

## Annual Revision of Property Sums Insured and wages/turnover

We continuously monitor a number of Commercial Rebuilding and Consumer Price Indices and have adjusted your Buildings and Contents sums insured using the index that we feel best protects you against the effects of inflation and the risk of under insurance in the coming year. However, this universal approach does not take account of the significant differences in profile of our individual customer's buildings and contents exposures and we strongly recommend that you calculate your commercial rebuilding costs using the Society of Chartered Surveyors guidelines and carry out an inventory calculating the replacement costs of your commercial contents. We will be happy to adjust your Sums Insured accordingly. Helpful guidelines can be found on the Society of Chartered Surveyors website at [www.scsi.ie](http://www.scsi.ie)

We also monitor a number of Earnings Reports and Price Indices (Sources – CSO) and we may increase your wages and turnover to reflect annual inflationary changes. We strongly recommend that you review all wages and turnover figures at each renewal.

## Special Note

The Schedule for this Policy is separately enclosed.

# Your Trademark policy

The Insured, having applied to Aviva Insurance Ireland DAC, hereinafter referred to as 'the Company', (other than Section 11 where Aviva Insurance Ireland DAC is referred to as We/Us/Our), for this insurance and having paid or agreed to pay the premium, the Company will provide insurance to the extent of and subject to the terms and conditions of this policy during any Period of Insurance.

Any proposal, statement of fact, declaration and any other document provided by the Insured to the Company for this insurance shall be part of and incorporated into this contract.

This Policy, the Schedule and any Endorsement shall be read together as one contract and unless specially stated to the contrary any word or expression to which a specific meaning has been given shall have such specific meaning wherever it may appear.

In addition to the Standard Exclusions, Conditions, Clauses, Memoranda, Provisions limiting cover in the individual Sections of the Policy, the Insurance cover described in any of the said Sections is also subject to the General Exclusions and Conditions contained in this Policy Booklet.

All Endorsements other than the above will be printed in the attached Section Schedules.

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

"Period of Insurance" shall mean the period from the Effective Date in the Schedule to the date immediately prior to the Renewal Date and any subsequent period for which the Insured has paid or agreed to pay and the Company has accepted or agreed to accept the premium. If used in the Policy or any Endorsement the term Period of Indemnity shall have the same meaning as Period of Insurance

"The Insured" shall have the same meaning as "The Policyholder". If more than one person is named as the Policyholder the insurance granted by this Policy applies jointly and individually to all such persons subject to the terms of individual Sections.

Where applicable, where insurance cover is provided under this Policy in respect of risks established or located in the United Kingdom [notified to and accepted by the Company], the insurance cover in respect of those risks will be provided through the Company's branch in the United Kingdom.

## Insurance Act 1936

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

## Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

## Cooling Off Period

If the Insured cancels their Policy within 14 working days from the start date of the policy (the "Cooling Off Period"), the Company will refund their premium for the period of insurance remaining.

If the Insured cancels the Policy after the Cooling Off Period, please refer to General Condition 5 Cancellation of this Policy for terms and conditions.

# Claims conditions - all sections

## Action by Insured

The Insured shall on the happening of any event which could give rise to a claim under this Policy-

- 1 (a) give immediate notice in writing to the Company and in respect of any occurrence giving rise to or which might give rise to injury inform the Company immediately within 14 days of the happening of such occurrence
  - (b) give immediate notice to the Garda Síochána in respect of -
    - (i) loss or damage by stealing or any attempt thereat
    - (ii) loss of Money by any cause whatsoever
    - (iii) loss or damage by malicious persons
  - (c) make no admission of liability or offer promise or payment without the Company's written consent
  - (d) carry out no alteration or repair as far as practicable until the Company has had an opportunity of investigating
  - (e) inform the Company immediately within 14 days of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company immediately within 14 days every relevant document or correspondence received
  - (f) take all reasonable action to minimise or check any interruption of or interference with the business
  - (g) produce to the Company such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim
  - (h) in respect of loss or damage to the property insured deliver to the Company at his/her own expense claim in writing with such detailed particulars receipts and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within -
    - 30 days of the expiry of the Indemnity Period - Section 2 (Business Interruption)
    - 7 days of the event - In respect of Riot etc (Contingency F of Section 1)
    - 30 days of the event - All other claims or such further time as the Company may in writing allow
  - (i) in respect of the Personal Assault extension to Contingency O Section 1 and Personal Accident in Sections 7 (Part 1) and 8 the Insured shall supply at his/her own expense all certificates and information and evidence required by the Company and the Person-insured shall as often as required submit to medical examination on behalf of the Company at its own expense.
- 2 In regard to Commercial Legal Protection please refer to Section 5 of this policy.

# Company's rights

## Control of Claims

The Company shall be entitled

- (a) on the happening of loss or damage to the property insured to enter take and keep possession of any building where loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing the right of the Company to rely on any conditions of this Policy and this Policy shall be proof of leave and licence for such purpose
- (b) at its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required
- (c) to any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required but the Insured shall not be entitled to abandon any property to the Company
- (d) to pay to the Insured the maximum sum payable under Section 3 in respect of any one claim or series of claims arising out of one cause or any lesser sum for which the claim or claims arising from such cause can be settled and the Company shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment
- (e) in the case of death of the Person-insured under
  - (i) Section 1, Contingency O – Personal Assault extension
  - (ii) Section 7, Part 1 – Personal Accident (in Travel Section)or
  - (iii) Section 8 – Personal Accidentto have a post-mortem examination at its own expense.
- (f) in respect of Sections 1 and 2 of this Policy, if the Company agree to pay the Insured in respect of loss or destruction of or damage to the property insured, the Company reserves the right to make staged payments and a portion of the agreed sum will be retained by the Company until all works are completed within the agreed scope and final invoice submitted.

# How to deal with a claim

These Notes are not part of the contract of Insurance but are a guide to help you if you have a claim. If you know, or think it possible, that the damage or injury is severe, or even if you just want to speak to someone about it, please phone your broker or Aviva immediately. Prompt notification by you or your insurance adviser, to us, of all losses and injuries which might result in a claim, is important.

Otherwise, where your property has been lost stolen or damaged:

## **Glass breakage**

If the damage occurs when your premises are closed the Garda Síochána may make immediate arrangements for the broken window(s) to be boarded up. If this hasn't been done you should immediately make arrangements for boarding up or immediate replacement of the broken glass. You should also give immediate notice of the breakage to your broker or Aviva.

## **Other damage notification**

Please write to your broker or Aviva immediately giving as much detail as you can. If property has been stolen mislaid or damaged by thieves inform the Gardaí immediately.

## **Repairs / replacements**

Estimates should be forwarded as soon as possible to your broker or Aviva but if these cannot be sent within thirty days of the loss or damage let them know the position.

## **Other action**

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

## **Notification of injury**

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

## **Admission of liability / preservation of salvage**

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

## **Claim forms**

Whenever a claim form is sent to you by Aviva in response to your notification of loss damage or injury please complete and return it to your broker or Aviva as soon as possible.

## **Claims procedure for Section 5 – Commercial Legal Protection**

Once you have sent us the details of your claim and we have accepted it, we will start to resolve your legal problem.

Always report your claim to us in writing and as soon as possible. We can send you a claim form to help you do this.

As a member of Insurance Ireland, ARAG (see Section 5) subscribes to Insurance Ireland's Codes of Practice. These codes set down the requirements insurers must meet when dealing with claims. You can see the codes on the internet at [www.insuranceireland.eu](http://www.insuranceireland.eu). If you would like to receive a written copy please write to us or Insurance Ireland.



# Accident Line

## **Important**

You must notify us immediately of any accident which may give rise to a claim.

We are very proud of our claims service and know that this is when you need us most. We provide a speedy and efficient service to make the process as easy as possible for you.

You can contact our Accident Line 24 hours a day, 365 days a year on **1890 666 888**

**In case of accident  
immediate notice  
must be given to us  
by phoning**



For help and advice on all  
motor and property claims

# General conditions - all sections

## Observance of conditions

- 1 The obligation of the Company to make any payment under this Policy is conditional upon
  - (a) the answers in any proposal, statement of fact, declaration and any other document provided by the Insured to the Company for this insurance being true and complete to the best of the knowledge and belief of the Insured and such proposal, statement of fact, declaration and any other document provided by the Insured to the Company shall be part of this contract and is deemed to be incorporated herein
  - (b) the Insured or any other person on whose behalf payment is claimed observing the terms and conditions of this Policy in so far as they apply
  - (c) the due observance and fulfilment of the terms provisions and conditions so far as they relate to anything to be done or complied with by the Insured.

## Subrogation

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

## Duty of Disclosure and Alteration of Risk

- 3 The Insured is under a duty to answer all questions, which the Company ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by the Insured to the Company for this insurance must be true and complete.

This is for the Insured's protection because, if the Insured does not give the Company all the information the Company needs, the policy may not provide the Insured with the cover the Insured needs, a claim may not be paid, the policy could be declared invalid and void or may be cancelled, and the Insured may encounter difficulty trying to purchase insurance elsewhere.

The Insured may lose all cover under this policy if, since the start date of the policy or the last renewal date (whichever is the latest), there is a material change in the Insured's circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten) including but not limited to such changes relating to the Premises, the Business, the occupancy, the duties or the activities of the Insured.

If the Insured is not sure whether to tell the Company about a change in respect of the Insured's circumstances, the Insured should contact their broker immediately.

In addition, the Insured must tell the Company immediately about changes, that have not already been advised to the Company, relating;

- 1 to any accident, loss or claims made against the Insured in the last five years, and/or any claims currently outstanding/pending;
- 2 to any convictions, offences or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction'\* under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016,
- 3 to the Insured's access to any hazardous sites or locations;
- 4 to (where a Certificate of Motor Insurance has been issued under this policy) the way the vehicle(s) is used, or the circumstances of any driver (whose driving is covered) relating to that driver being disqualified from driving or having had any accident, loss or claim in the last five years or having any outstanding/pending claim or having a medical condition that has not been advised to the National Driving Licence Service; and/or
- 5 to the Insured's business being wound up or carried on by a liquidator or receiver or permanently discontinued.

## Additional Duty of Disclosure for Non-Consumer Customers

**PLEASE NOTE - IF THE INSURED IS NOT A CONSUMER (AS DEFINED BELOW) THE FOLLOWING DUTY ALSO APPLIES.**

In addition to the above, the Insured must also tell the Company about **any other facts**, which are likely to affect whether the Company agrees to provide cover, or how the Company assess the risks proposed for insurance.

If the Insured is not sure whether they should tell the Company about something, they should tell the Company anyway. This is for the Insured's own protection because, if the Insured does not give the Company all the information the Company needs, the policy may not provide the Insured with the cover the Insured needs, a claim may not be paid, the policy may be declared invalid and void or may be cancelled, and the Insured may encounter difficulty trying to purchase insurance elsewhere.

### **Consumer Definition:**

Consumer means a 'consumer' as defined by section 2(1) of the Financial Services and Pension Ombudsman Act 2017. For the avoidance of doubt, the definition of 'consumer' shall include:

- (i) a natural person, not acting in the course of business
- (ii) a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, or
- (iii) an incorporated body that
  - (a) had an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, and
  - (b) is not a body corporate that is a member of a group of companies (within the meaning of section 8 of the Act of 2014) with a combined annual turnover (in the previous financial year (within the meaning of section 288 of the Act of 2014) of the group of companies), of greater than €3 million.

\* An individual is not required to disclose a spent conviction when supplying information on past convictions. To determine if a conviction is a 'spent conviction' under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016 please visit [www.Irishstatutebook.ie](http://www.Irishstatutebook.ie)

### **Cancellation**

- 5 (i) The Company may cancel this Policy by sending 10 days' notice by registered post to the Insured at their last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.
- (ii) The Insured may cancel this Policy **after** the "Cooling Off Period" by giving the Company written notice and provided that there have been no:
- (a) claim(s) made under the policy for which the Company have made a payment
  - (b) claim(s) made under the policy which are still under consideration
  - (c) incident(s) which the Insured is aware of and are likely to give rise to a claim which has already been or is yet to be reported to the Company

during the current Period of Insurance, the Company will refund to the Insured a proportionate part of the premium paid for the unexpired period.

For information on how to cancel within the "Cooling Off Period" please read page 2

### **Reasonable precautions**

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

The Insured must immediately make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.

### **Arbitration**

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

### **Mid term alterations**

- 8 If you make an alteration to your policy or cancel your policy and this results in an adjustment in premium, we will not charge you for premium adjustments less than €20, nor will we refund you any premium amounts of less than €20.

### **Other insurances (not applicable to Section 3)**

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

### **Fraud and Misrepresentation**

- 10 The Insured may lose all benefit under this Policy if any claim is fraudulent in any way or if the Insured or anyone acting on their behalf has used any type of fraud relating to this insurance Policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

The Insured may lose some or all benefit under this Policy if they have not answered all questions, which the Company have asked, honestly and with reasonable care (including any answers or information the Insured has provided to the Company that may have affected the Company's decision to provide cover or in calculating the Policy premium) or if the Insured has used any false or stolen documents in applying for the cover provided under this Policy.

In the event of any fraud relating to this insurance Policy the Company may cancel the Policy and retain the premium paid.

Please note that General Condition 4 has been removed and as such does not appear in the above section.

# General exclusions - all sections

## This policy does not cover or indemnify the Insured in respect of

### Radioactive contamination

- 1 (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

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

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

### Consequential loss (applicable to Sections 1 & 2)

- 2 Consequential Loss unless otherwise specifically stated in the attached Schedule.

### War and kindred risks

- 3 Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
  - (a) war, invasion, act of foreign enemy, hostilities or war like operation or operations (whether war be declared or not), civil war, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, mutiny or military uprising or martial law
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

### Sonic bangs (applicable to Sections 1 & 2)

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

### Terrorism

- 5 any liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss.

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

This endorsement also excludes 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, suppressing or in any way relating to any act of terrorism.

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

This endorsement does not apply to Section 5.

### Pollution (applicable to sections 1 & 2)

- 6 loss or destruction or damage caused by pollution or contamination but this shall not exclude DAMAGE to the Property Insured not otherwise excluded caused by
  - (i) pollution or contamination which itself results from a DEFINED CONTINGENCY
  - (ii) a DEFINED CONTINGENCY which itself results from pollution or contamination.

### Changes in water table levels (applicable to sections 1 & 2)

7 loss (including consequential loss) destruction or damage attributable solely to change in the water table level.

### Date recognition

- 8 liability in respect of any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any
- (a) electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware programme computer data processing equipment telecommunication equipment or systems or any similar device
  - (b) media or systems used in connection with any of the foregoing

whether the property of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save retain or restore and/or to correctly manipulate interpret transmit return calculate or process and date data information command logic or instruction as a result of

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

### Exception to Date recognition

Provided always that this exclusion shall not apply to:

- 1 Subsequent damage to or loss or destruction of property owned by in the possession of or held in trust by the Insured and / or the Insured's consequential loss arising from loss or destruction of or damage to any property if directly caused by  
Fire lightning explosion aircraft and other aerial devices dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or stealing only where these covers are provided by the Policy  
The foregoing exception to this Date recognition exclusion will not apply to any claim arising from any legal liability legal cost or expense of the Insured
- 2 Death bodily injury shock illness or disease of any person under a contract of service or apprenticeship with the Insured if such death bodily injury shock illness or disease arises out of and in the course of such person's employment

### Confiscation (applicable to Sections 1 & 2)

9 loss destruction or damage occasioned by nationalisation confiscation requisition seizure or destruction by the government or any public authority

### Cyber Risk

10 A (applicable to Sections 1, 2 & 6)

- 1 Any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Cyber Incident or the fear or threat (whether actual or perceived) of a Cyber Incident, regardless of any other cause or event contributing concurrently or in any other sequence thereto including, without limitation to the scope of the foregoing, any action taken in controlling, preventing, suppressing or remediating any Cyber Incident.
- 2 This endorsement supersedes and, if in conflict with any other wording in this Policy having a bearing on a Cyber Incident, Electronic Data or Malware or Similar Mechanism, replaces that wording.
- 3 However, subject to all the terms, conditions, limitations and exclusions of this Policy, paragraph 1 shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that an insured establishes that such physical loss, destruction or damage was directly caused by a Specified Peril listed in paragraph 5, where specifically insured by this Policy.  
Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data, directly occasioned by a Cyber Incident, shall not be recoverable hereunder nor be considered as physical loss, destruction or damage for the purposes of paragraphs 3 or 4.
- 4 Notwithstanding the foregoing, subject to all the terms, conditions, limitations and exclusions of this Policy, in the event of physical loss or destruction of, or physical damage to, hardware or an Electronic Data storage device of a Computer System directly caused by a Specified Peril listed in paragraph 5, where specifically insured by this Policy, which results in loss or destruction of, or damage to, Electronic Data then this Policy will cover reasonable and necessary expenses incurred in recreating, gathering or assembling such Electronic Data, but excludes the value of the Electronic Data to an insured or any other party.
- 5 For the purposes of this clause only, a "Specified Peril" means one of the following perils: Fire; lightning; explosion; aircraft and aerial devices dropped from them.

6 The following definitions apply to this clause and retain the same meaning throughout:

6.1 "Cyber Incident" shall include

- (i) unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;
- (ii) Malware or Similar Mechanism;
- (iii) programming or operator error whether by the insured or any other person or persons;
- (iv) any unintentional or unplanned – wholly or partially - outage of the insured's Computer System not directly caused by physical loss or damage, affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

6.2 "Computer System" means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.

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

6.4 "Malware or Similar Mechanism" means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'Trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.

6.5 "Policy" means this policy and any endorsement thereto

10 B (applicable to Sections 3 (Occurrence 2 & 3 only), 7, 8 & 11)

any liability arising directly or indirectly from or in connection with a Cyber Loss

**Cyber Loss** means any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any Cyber Act or Cyber Incident including but not limited to any action taken in controlling preventing suppressing or remediating any Cyber Act or Cyber Incident

**Cyber Act** means a deliberate unauthorised malicious or criminal act or series of related deliberate unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any Computer system

**Cyber Incident means**

- (a) any error or omission or series of related errors or omissions involving access to processing of use of or operation of any Computer System or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any Computer System

**Computer System** means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output Data storage device networking equipment or back up facility

**Data** means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a Computer System.

**Civil Commotion in Northern Ireland (applicable to Sections 1 & 2)**

11 loss or destruction or damage to any property whatsoever directly or indirectly caused by resulting from or in connection with civil commotion in Northern Ireland regardless of any other cause contributing concurrently or in any other sequence to the loss.

# Section 1 - Material damage

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

## Definitions

**A** The property insured under the respective column headings in the Specification is as follows:-

- 1 **Buildings** situate at the Premises described in the Specification
  - (a) The term "Buildings" includes
    - 1 landlords fixtures and fittings
    - 2 outbuildings
    - 3 walls gates and fences
    - 4 piping ducting cables wires and associated control gear and accessories on the premises and extending to the public mains but only to the extent of the Insured's responsibility
    - 5 yards car-parks roads and pavements.
  - 2 **Contents** therein and thereon the property of the Insured or held by them in trust for which they are responsible
    - (a) The term "Contents" **includes**
      - 1 tenants' improvements alterations and decorations
      - 2 so far as they are not otherwise insured employees' directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding **€1,300** in respect of any one person
      - 3 contents of outbuildings
      - 4 contents in the open yards
      - 5 money cheques stamps bonds credit cards or securities of any description but only in respect of loss destruction or damage under
        - (i) Contingencies A-L for an amount not exceeding **€3,300**
        - (ii) Contingency O (if in force) as defined herein.
      - 6 documents, manuscripts and business books but only for the cost of the materials and of clerical labour expended in reproducing such records
      - 7 computer systems records but only for an amount not exceeding **€13,000** in respect of the cost of the materials and of clerical labour and computer time expended in reproducing such records
    - (b) The term "Contents" **excludes**
      - 1 landlord's fixtures and fittings
      - 2 stock and materials in trade
      - 3 money cheques stamps bonds credit cards or securities of any description in respect of loss destruction or damage under Contingency M
      - 4 any expense in connection with the production of information to be recorded in documents manuscripts business books or computer systems records
      - 5 any amount exceeding **€3,300** in respect of any one pattern model mould plan or design or set of same
      - 6 vehicles licensed for road use including accessories thereon
      - 7 jewellery precious stones precious metals bullion furs curiosities works of art or rare books unless specifically included.
  - 3 **Stock and materials** in Trade therein and thereon the property of the Insured or held by them in trust for which they are responsible.
  - 4 **Miscellaneous property** therein and thereon as described in the Specification.

**B** The word "DAMAGE" in capital letters shall mean physical loss or physical destruction of, or physical damage to the Property Insured.

**C** The words "DEFINED CONTINGENCY" shall mean fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.



## Limits of liability

The liability of the Company under Contingencies A-M shall not exceed in respect of:

- (i) any one item - the Sum Insured thereon as stated in Columns 1 2 3 and 4 of the Schedule
- (ii) all loss or damage during any one period of insurance - the Total Sum Insured as stated in Column 5 of the Schedule.

## Contingencies

### A FIRE but excluding DAMAGE caused by

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

### B LIGHTNING

### C EXPLOSION

- (i) of boilers
- (ii) of gas

used for domestic purposes only but excluding DAMAGE caused by earthquake or subterranean fire

- (iii) otherwise but excluding DAMAGE caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured.

### D AIRCRAFT or other aerial devices or articles dropped therefrom.

### E EARTHQUAKE

### F RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS or persons taking part in labour disturbances or MALICIOUS PERSONS excluding

- (a) DAMAGE arising from cessation of work
- (b) as regards DAMAGE (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - (i) DAMAGE by stealing
  - (ii) DAMAGE in respect of any building which is empty or not in use.

### G SUBTERRANEAN FIRE

### H STORM OR FLOOD excluding

- (a) DAMAGE attributable solely to change in the water table level
- (b) DAMAGE by frost subsidence ground heave or landslide
- (c) DAMAGE in respect of moveable property in the open fences and gates

### I ESCAPE OF WATER FROM ANY TANK APPARATUS OR PIPE excluding

- (a) DAMAGE by water discharge or leaking from any automatic sprinkler installation
- (b) DAMAGE in respect of any building which is empty or not in use

### J IMPACT by any road vehicle, including forklift truck, or animal

### K 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 empty or not in use
- (b) explosion earthquake subterranean fire or heat caused by fire.

### L ANY ACCIDENTAL CAUSE (ALL RISKS) EXCLUDING

- (a) DAMAGE caused by or consisting of
  - (i) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
  - (ii) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees
  - (iii) the bursting of boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured
  - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speedsbut this shall not exclude subsequent DAMAGE which itself results from a cause not otherwise excluded.

- (b) DAMAGE caused by or consisting of
- (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects mould or fungus
  - (ii) change in temperature colour flavour texture or finish
  - (iii) stealing or attempted stealing.
- DAMAGE consisting of
- (iv) joint leakage failure of welds cracking fracture collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - (v) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates
- but this shall not exclude
- (a) such DAMAGE not otherwise excluded which itself results from a DEFINED CONTINGENCY or from any other accidental loss destruction or damage
  - (b) subsequent DAMAGE which itself results from a cause not otherwise excluded
- (c) DAMAGE caused by or consisting of
- (i) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - (ii) normal settlement or bedding down of new structures
  - (iii) acts of fraud or dishonesty
  - (iv) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (d) destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from a DEFINED CONTINGENCY in so far as is not otherwise excluded
- (e) DAMAGE in respect of moveable property in the open fences and gates caused by wind rain hail sleet snow flood or dust
- (f) DAMAGE
- (i) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - (ii) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning or service or repair
- (g) DAMAGE
- (i) caused by freezing
  - (ii) caused by escape of water from any tank apparatus or pipe
  - (iii) caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation
- in respect of any building which is empty or not in use
- (h) DAMAGE in respect of
- (i) property in transit (unless on the Premises)
  - (ii) fixed glass
  - (iii) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
  - (iv) computers or data processing equipment
- other than such DAMAGE caused by a DEFINED CONTINGENCY in so far as it is not otherwise excluded
- (i) DAMAGE in respect of money cheques stamps bonds credit cards or securities of any description other than such DAMAGE caused by a DEFINED CONTINGENCY in so far as it is not otherwise excluded for an amount not exceeding €3,300
- (j) DAMAGE in respect of
- (i) vehicles licensed for road use (including accessories thereon) 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 in course of construction or erection
  - (iii) land roads pavements piers jetties bridges culverts or excavations
  - (iv) livestock growing crops or trees

- (v) jewellery precious stones precious metals bullion furs curiosities works of art or rare books unless specially mentioned as insured by this section.
- (k) property which at the time of the happening of DAMAGE is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
- (l) any property more specifically insured by or on behalf of the Insured
- (m) DAMAGE caused by or consisting of
  - (i) Contingencies A-K and M-S
  - (ii) any of the exclusions to Contingencies A-K and M-S whether insured or not.

## **M STEALING OR ATTEMPTED STEALING** involving

- (a) entry into or exit from the Building(s) (limited to that part of the Premises as stated in the Schedule) by forcible and violent means or
- (b) assault or violence or threat thereof to the Insured or any employee of the Insured

Including DAMAGE to the Building(s) falling to be borne by the Insured consequent upon such Stealing or attempt thereat

Excluding

- (i) DAMAGE to money securities coins stamps jewellery watches furs precious metals precious stones or articles composed of any of them curios sculptures rare books paintings or works of art
- (ii) DAMAGE to stained or plate glass or any decoration or lettering thereon
- (iii) DAMAGE occasioned by or through any person lawfully on the premises or caused by or with the connivance of any member of the Insured's household or any employee of the Insured
- (iv) DAMAGE caused by fire or explosion however caused
- (v) DAMAGE to property in any garden yard or open space or any stable garage outbuilding or other building not communicating with the main premises unless specially mentioned.
- (vi) DAMAGE in respect of any building which is empty or not in use.

### **Replacement of Locks**

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

Provided that:

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

## **N ACCIDENTAL BREAKAGE OF GLASS AND SIGNS**

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

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

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

### **Definitions**

#### **Glass**

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

#### **Sanitaryware**

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

#### **Premises**

Any premises at which property is stated to be insured in Section 1 of the Schedule.

## Extensions

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

- 1 damage to frames or framework following breakage of Glass
- 2 the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of Glass as a result of breakage
- 3 the cost of replacing alarm foil lettering painting embossing silvering or other ornamental work on Glass following breakage of Glass
- 4 accidental damage to goods incidental to the Insured's Business caused by breakage of Glass in display windows  
provided that the liability of the Company under any or all of the Extensions shall not exceed €650 for any one incident.

## Exceptions

This Contingency does not cover breakage

- 1 due to dilapidation of frames or framework
- 2 caused by workmen altering or repairing the Premises
- 3 in transit or while being fitted
- 4 of any item flawed or broken at the commencement of this insurance
- 5 of glass in light fittings
- 6 of glass in greenhouses or conservatories
- 7 of glass in buildings which are silent empty or not in use
- 8 by or arising out of fire lightning or explosion or preventive or salvage operations consequent thereon
- 9 caused by or consisting of inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials.

Further in respect of Signs this contingency does not cover:

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

## Limits of Liability

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

## O LOSS OF MONEY and PERSONAL ASSAULT In the event of

- (a) loss of Money
- (b) loss of or damage to
  - (i) safe or strongroom
  - (ii) case bag or waistcoat when such are used for the carriage of Money  
directly associated with any theft or attempted theft therefrom except in so far as this cost is otherwise insured
- (c) loss of or damage to clothing and personal effects being sustained by the Insured or any partner director or employee of the Insured as a result of an assault by a person attempting to steal Money  
occurring in the Situation the Company will indemnify the Insured against such loss or damage.

## Definitions

**Money:-** Cash Bank and Currency Notes, Cheques, GiroCheques, Postal Orders, Money Orders, Crossed Bankers' Drafts, Crossed Giro Drafts, Current Postage Stamps, Unexpired Units in Franking Machines, National Lottery Tickets for their nominal (unsold) value, National Savings and Holidays with Pay Stamps, National Savings Certificates, Prize Bonds, Luncheon Vouchers, Credit Card Sales Vouchers, Trading Stamps, Gift Tokens, Consumer Redemption Vouchers, VAT Purchase Invoices and Phone Cards all belonging to the Insured or for which he has accepted responsibility.

**Business Hours:-** The period during which the Insured's premises or sites of contract are actually occupied for business purposes and during which the Insured or any partner director or employee of the Insured entrusted with Money are in the Premises or at sites of contract.

## The Situation: -

- (a) In transit
- (b) At any of Insured's sites of contract during Business Hours
- (c) In residence of the Insured or any partner director or employee of the Insured
- (d) In the Premises

(e) In bank night safes and thereafter within bank premises until at bank's risk all within the Republic of Ireland or the United Kingdom.

### Limits of Liability

The liability of the Company under this Contingency shall not exceed in respect of

A	any single loss of Money (other than as insured by paragraph B hereafter)	
	(i) in residences of the Insured or any partner director or employee of the Insured	€650
	(ii) in the Premises out of Business Hours not secured in locked safe or strongroom specified in the Schedule	€460
	(iii) (a) in the premises out of Business Hours secured in locked safe or strongroom specified in the Schedule	The amount stated in the Schedule
	(b) in unspecified locked safes or strongrooms	€1,300 in total
	(iv) in the hands of collectors travellers roundsmen and the like	The amount stated in the Schedule
	(v) in the bank night safes and thereafter within bank premises until at bank's risk	The amount stated in the Schedule
	(vi) any other single loss of such money	The amount stated in the Schedule
B	any single loss of Money consisting of Crossed Cheques, Crossed GiroCheques, Crossed Postal Orders, Crossed Money Orders, Crossed Bankers' Drafts, Crossed Giro Drafts, Unexpired Units in Franking Machines, National Lottery Tickets for their nominal (unsold) value, National Savings Certificates, Prize Bonds, Credit Card Sales Vouchers and V.A.T. Purchase Invoices	€325,000
C	(i) safe or strongroom	} Cost of repair or replacement
	(ii) case bag or waistcoat used for the carriage of Money	
D	clothing and personal effects of the Insured or any partner director or employee of the Insured	€650 for each person

### Exceptions

This Contingency does not cover

- 1 any loss arising from fraud or dishonesty of the Insured's employees not discovered within seven working days after the event
- 2 shortages due to error or omission
- 3 losses covered by a policy of fidelity guarantee insurance
- 4 loss from an unattended vehicle
- 5 any loss not notified to the Company within fourteen days after the event
- 6 any loss due to dishonoured cheques or unexplained shortages.

## Personal assault extension

The Company also agrees that if as a result of an attempt by thieves to steal

- (i) Money within the situation
- (ii) Stock in trade belonging to the Insured from the Premises whilst such Premises are open for business

the Person insured shall suffer bodily injury and which injury shall independently of any other cause be the sole cause of the death or disablement as hereunder the Company will pay to the Insured or their legal personal representatives the Compensation specified in the Schedule where compensation for any of the Results specified below (excluding Results 2 (e) Fractures of Major Bones & (f) Internal Injuries Requiring Surgery - where compensation limits are as specified against each of these items below).

### Definition

- 1 Person insured - The Insured or a partner or director or employee of the Insured aged not less than 16 years nor more than 70 years
- 2 Results
  - (a) Death
  - (b) Total and permanent loss of all sight in one or both eyes
  - (c) Total loss by physical severance or total and permanent loss of use of one or both hands or feet
  - (d) Total disability (temporary or permanent) from engaging in or attending to usual employment or occupation
  - (e) Fracture(s) of the following Major Bones – Limit **€2,600**: pelvis hip leg knee-cap foot ankle arm elbow wrist hand skull shoulder blade collar bone breast bone or ribs
  - (f) Internal Injuries Requiring Surgery – Limit **€2,000**.
  - (g) Vouched Medical Expenses (not applicable where hospitalisation occurs) up to €650.

### Compensation

- 1 Compensation Limits for Result (d) shall be
  - (i) payable for a period not exceeding 104 weeks from the commencement of the Result
  - (ii) payable when the total amount has been agreed or at the request of the Insured at intervals of not less than four weeks (but not in advance) commencing eight weeks after receipt of written notice of any injury by the Company.
- 2 Compensation shall not be payable for
  - (i) any of the Results unless such Result occurs within one year of sustaining the injury causing such result
  - (ii) more than one of Results (a) (b) (c) (e) or (f) and when payable for one of those Results shall not be payable for any of the Results caused by any subsequent injury to such Person insured
  - (iii) Result (d) for any period of time subsequent to Result (a) caused by the same injury.

### Exception

Compensation shall not be payable for death or disablement consequent upon the Person insured having any pre-existing physical or mental defect or infirmity of which he or the Insured became aware before the commencement of any Period of Insurance for such Person insured

### Special Conditions (applicable to Contingency O)

- 1 **Reasonable Precautions** (as per General Condition 7 of this Policy) are understood
  - (a) to include the removal off the Premises out of Business Hours of keys to safes and strongrooms
  - (b) to extend to the selection and supervision of employees.
- 2 The interest of the Insured under this Contingency shall not be assignable except with the written consent of the Company.
- 3 **Custodians Clause**

It is a condition precedent to liability under this Contingency that Money in transit as insured under Limit of Liability A(vi) is accompanied by one or more Custodians in accordance with the following Scale:-

## SCALE

Amount of money at risk at any one time	Number of Custodians required
Up to but not exceeding €4,000	One
Exceeding €4,000 but not exceeding €10,000	Two
Exceeding €10,000 but not exceeding €16,000	Three N.B. Limit per person €6,000
Exceeding €16,000	Approved security firm required

**Note 1:** Provision of additional Custodians does not per se increase the Policy Limits of Liability (which are as stated in the policy). Any increase in the Limits of Liability must be agreed with the Company and endorsed on the Policy.

**Note 2:** A Custodian is defined as a person who

- (i) is a fully responsible adult of at least eighteen years of age and
- (ii) is charged with direct responsibility for security of said money.

**Note 3:** Any provisions of the Policy which automatically increase or escalate sums insured or monetary limits of the Companys' liability do not per se increase the maximum amount of money permitted to be at risk at any one time for the given number of Custodians in terms of the above Scale.

**Note 4:** The provisions referred to in Note 3 shall not automatically increase Limit of Liability A(vi) to an amount in excess of €16,000 until special security arrangements have been agreed with the Company and are in effective operation.

## 4 Requirement to Record Cheques etc.

It is a precondition of any claim under this Contingency for loss of Crossed Cheques Crossed GiroCheques Crossed Postal Orders Crossed Money Orders Crossed Bankers' Drafts or Credit Card Sales vouchers that such instruments shall have been recorded by the Insured immediately upon receipt thereof as to the amount of each individual instrument and its essential identification. Essential identification comprises the type of instrument the date of issue the serial number and where relevant the name and address or the Bank account number of the Drawer. The record of such Money must be produced in support of any claim.

## 5 National Lottery Tickets

The Insured shall as Retail Sales Agent for Lottery Tickets comply with the normal rules of An Post National Lottery Company attaching to the agency for the sale of such tickets including the recording of the Serial Numbers of such tickets

- (a) immediately on receipt thereof
- (b) as regards the first and last ticket sold each day

The record of such numbers shall be kept separately from the tickets themselves.

In the event of such lottery tickets being lost destroyed damaged or stolen the Insured shall give immediate notice thereof to An Post National Lottery Company and to the Gardaí.

## P ACCIDENTAL DAMAGE TO MACHINES AND EQUIPMENT

### Cover

In the event of the Specified Machines and Equipment as described in the Schedule being lost or damaged by fire theft or accidental external means whilst in the Premises (or elsewhere if specified in the Schedule or by endorsement hereon) the Company will by payment or at its option by reinstatement or repair indemnify the Insured against such loss or damage.

### Limits of Indemnity

The liability of the Company under this Contingency during any one Period of Insurance shall not exceed

- (a) in respect of any one item of Specified Machines and Equipment the sum stated in the Schedule thereon
- (b) in respect of all loss or damage the total sum insured on items of Specified Machines and Equipment as stated in the Schedule.

## Exceptions

This Contingency does not cover

- (a) damage arising from atmospheric conditions wear and tear depreciation gradual deterioration any process of cleaning or restoring or from adjustment repair or dismantling of any part of the Specified Machines and Equipment or loss or damage to any part whilst removed from its normal working position
- (b) loss or damage arising from mechanical breakdown of any machine or any part thereof
- (c) loss or damage to any part of any machine by its own ignition electrical breakdown or burn out
- (d) loss or damage to records films or tapes other than by fire or theft (and then only for their value as unused material).

## Q COMPUTERS

### Cover

The Company will indemnify the Insured against

### Part A1

#### Accidental Damage to Property

sudden and unforeseen loss of or material damage to an item of Property resulting from any cause other than Breakdown

### Part A2

#### Breakdown of Property

damage to an item of Property resulting from the actual breaking distortion or electrical burn-out of any part whilst in use arising from defects in the item of Property causing sudden stoppage of its function and requiring its repair or replacement excluding damage caused by fire or by any cause external to the Property

Provided that there shall be no liability under Part A2 for the Breakdown of any Computer which is not the subject of a maintenance contract with a competent computer maintenance firm affording free parts and free labour for repairs necessitated by Breakdown arising from wear and tear or the fault of the maintenance firm. This proviso shall be of no effect in respect of any computer whilst it is the subject of a guarantee provided by the manufacturer or supplier under which equivalent services are afforded.

### The Property

Item	Description
1	Computers owned by the Insured or for which the Insured is responsible and notified to the Company while situated anywhere in the World.

### Definition

Computer means all parts of the electronic data processing installation including tapes cards disks and disk packs and any other data carrying media.

### Basis of Settlement

Reinstatement and Indemnity

- 1 In respect of loss of or damage to an item of Property for which at the time of loss or damage all parts are obtainable from its manufacturer or the agents or factors of the manufacturer at listed prices the basis of indemnity under Parts A shall be Reinstatement of the Property lost or damaged and Reinstatement shall mean
  - (a) where the Property is lost its replacement by similar property in a condition equal to but not better or more extensive than its condition when new
  - (b) where the Property is damaged the repair of the damage and the restoration of the damaged portion of the Property to a condition substantially the same as but not better or more extensive than its condition when new

Provided that

- (i) the work of Reinstatement is commenced and carried out with reasonable despatch
- (ii) if at the time of Reinstatement the sum representing eighty five per cent of the cost which would have been incurred in Reinstatement if the whole of the Property had been lost exceeds the Amount of Indemnity for Parts A stated in the Schedule then the Insured shall be their own insurer for the difference and shall bear a proportionate amount of the loss accordingly.



- 2 In respect of loss of or damage to an item of Property not falling within the terms of 1 the basis of indemnity under Parts A shall be
- (a) where the Property is lost the cost of replacement by similar property of modern manufacture obtainable at listed prices
  - (b) where the Property is damaged
    - (i) if all the necessary parts to repair the damage to the Property are obtainable from its manufacturer or the agents or factors of the manufacturer at listed prices the cost of repair of the damage to the Property
    - (ii) if all the necessary parts to repair the damage to the Property are not obtainable from its manufacturer or the agents or factors of the manufacturer at listed prices the cost of an equivalent repair to similar property of modern manufacture in respect of which all spare parts are obtainable from the manufacturer or the agents or factors of the manufacturer at listed prices

Provided that

- 1 the work of replacement or repair is commenced and carried out with reasonable despatch
- 2 where eighty five per cent of the listed price of similar property of modern manufacture at the time of the loss or damage to the item of Property exceeds the Amount of Indemnity for Parts A stated in the Schedule then the Insured shall be their own insurer for the difference and shall bear a proportionate amount of the loss accordingly.

## **Extensions**

### **Incompatibility of Computer Records**

In the event of a claims settlement resulting in the replacement of Property insured under Parts A with property which is incompatible with the Insured's undamaged computer data and program records the Company will additionally indemnify the Insured against

- (a) costs of modification of the Property
- (b) costs of replacing and/or reinstating programs and/or data necessarily and reasonably incurred with the consent of the Company to achieve compatibility

Provided that the liability of the Company under this extension shall not exceed €13,000.

### **Additional Rental Charge**

If as a direct result of loss or damage insured under this Policy the lease/hire contract in force at the time of the accident in respect of the lost or damaged Property is cancelled and replaced by a new one in respect of similar property to that lost or damaged at a rental charge rate above that payable under the cancelled contract the Company will additionally indemnify the Insured against the additional rental charges to be paid during the two years commencing from the time of such loss or damage Provided that the total liability of the Company under this extension shall not exceed €13,000.

### **Increased Cost of Working/Reinstatement of Data**

In the event of

- (a) accidental damage or Breakdown for which the Company is liable under Parts A above or would be liable but for the application of any Excess
- (b) total or partial failure of the public supply of electricity at the terminal point of the supply undertaking's feed to the Insured premises which is not caused by a deliberate act of the supply undertaking unless performed for the sole purpose of safeguarding life or protecting a part of the supply undertaking's system or not caused by a scheme of rationing unless necessitated solely by physical damage to a part of the supply undertaking's system
- (c) the accidental or malicious erasure destruction distortion or corruption of data or programs on the Property resulting from an identifiable cause but excluding the permanent or temporary loss of or loss of use of or inaccessibility of data or programs directly resulting from pre-existing faults in or unsuitability of programs or computer systems software
- (d) prevention or hindrance of the use of or access to an item of Property caused by damage to or destruction of any property at or in the vicinity of the premises containing such item
- (e) the total failure of the electricity supply to an item of Property resulting from sudden and unforeseen loss of or material damage to the distribution wiring within the premises in which the Property is situated
- (f) the failure of any telecommunications network used with the Property which is not caused by the deliberate act of the telecommunications authority unless performed for the sole purpose of protecting a part of its equipment or not due to industrial action by any of the authorities's employees or is not caused by use by the Insured of machinery and equipment which has not been accepted by the authority as properly installed and compatible with their network

the Company will additionally indemnify the insured against the increase in cost of working including the cost of reinstating data onto data carrying media arising therefrom and the amount payable as indemnity is the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption of or interference with the Business which but for such expenditure would have taken place in consequence thereof during the period beginning with the occurrence thereof and ending not later than twelve months immediately thereafter during which the results of the Business shall be affected in consequence thereof. This indemnity includes reasonable charges payable by the Insured to their professional accountants/auditors for producing any particulars or details or any other proofs information or evidence as may be required under the Claims Conditions and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents

Provided that

- 1 the total liability of the Company under this extension shall not exceed the sum of
  - (a) €50,000 for increased costs of working excluding costs of reinstatement of data
  - (b) €25,000 for the costs of reinstating data and programs
- 2 the Company shall not be liable for increased costs of working excluding costs of reinstatement of data incurred during the first forty-eight hours following a Breakdown for which the Company is not liable under Part A2 apart from the application of any Excess.

#### **Consulting Engineers' Fees & Claims Investigation Costs**

The Company will additionally indemnify the Insured under Parts A against the costs of Consulting Engineer's Fees incurred with the consent of the Company in investigating possible repairs (whether or not successful) and/or the reinstatement of an item of Property. Such costs will be paid in addition to the indemnity under Parts A.

#### **Temporary Repairs & Expediting Permanent Repairs**

The Company will additionally indemnify the Insured under Parts A against the reasonable additional expenses incurred with the consent of the Company in making a temporary repair or in expediting a permanent repair to an item of Property.

Provided that the total liability of the Company in respect of all such additional expenses shall not exceed €6,500.

#### **Removal of Debris/Protection from Further Damage**

The Company will additionally indemnify the Insured under Parts A against the costs and expenses necessarily incurred by the Insured with the consent of the Company in

- (a) removing debris of
- (b) dismantling and/or demolishing  
any part of an item of Property which has sustained loss or damage insured under either of these Parts
- (c) protecting any part of an item of Property whether damaged or not provided that this is necessitated by insured loss or damage

Provided that the total liability of the Company under this extension shall not exceed €6,500.

#### **Discharge of Gas Flooding Systems**

The Company will additionally indemnify the insured against the cost of refilling the cylinders or tanks of any gas flooding system installed solely to protect the Property following the discharge of such system. Provided that the total liability of the Company under this extension shall not exceed €6,500.

#### **Automatic Cover**

The Property described in the Schedule shall be deemed to include any other property of a similar class or type to that so described installed after the inception of the Policy provided that

- (a) such property shall be insured only to the same extent as property of a similar class or type
- (b) such property shall be in satisfactory working order when installed
- (c) the total Amounts of Indemnity for Parts A shall not be increased by more than €65,000 in respect of such property
- (d) the Insured shall notify the Company of the installation in writing as soon as possible thereafter and in any event before the expiry of the current Period of Insurance or within Two Hundred Days of the commencement of the installation whichever is the longer
- (e) the Insured shall pay to the Company the additional premium required by the Company for the insurance of such property.

#### **Special Provisos**

##### **Waiver of Subrogation Rights**

- 1 The Company will waive any rights against
  - (a) any Parent and/or Subsidiary Company of the Insured provided that the Insured does not receive any form of indemnity or damages or otherwise from such Company
  - (b) any authorised user of the Property in the exercise of the authority granted provided that such user shall in like manner to the Insured be subject to the terms conditions and exceptions of the Policy.

##### **Automatic Reinstatement of Amounts of Indemnity**

- 2 No amount of Indemnity shall be reduced by the amount of any loss.

## Special Conditions

### Precautions

- 1 The Insured shall at all times take precautions to keep the Property in a proper state of maintenance and repair including the maintenance and storage of both current and back-up computer records and to prevent accident or loss.

### Value Added Tax

- 2 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.

### Settlement

- 3 In the event of loss of or damage to any item of Property for which indemnity is provided under this Section the Company may at its option reinstate replace or repair the item or may pay in cash the amount of the loss or damage. The Company shall not be liable for the cost of any reinstatement replacement or repair undertaken without its written consent.

### Exclusions

This Section excludes

#### Wear etc.

- (a) repairs or replacements necessitated solely by wasting wearing away or wearing out caused by or naturally resulting from ordinary use or working rusting or gradual deterioration of any part of an item of Property but the Company shall be liable for the cost of damage insured by this Policy resulting from such causes

#### Confiscation by Customs

- (b) loss or damage arising from confiscation detention requisition or destruction by Customs or other Officials or Authorities occurring outside the European Community or the United Kingdom

#### Consequential Loss

- (c) under Parts A the cost of reinstatement of data or programs and consequential loss or liability of any nature whatsoever.

### Limits of Indemnity

The liability of the Company under either Part A1 or A2 shall not exceed in respect of any item of Property the sum stated in the Schedule against the item as the Amount of Indemnity for these Parts plus any extra amounts for which the Company is liable under the Extensions.

## R GOODS IN TRANSIT

### Cover

- 1 (a) in the event of the Property as defined being lost or damaged whilst in the Situation the Company will by payment or at its option by reinstatement or repair indemnify the Insured against such loss or damage  
(b) the Insured's own sheets, ropes, chains, toggles or packing materials on Vehicles – Liability unlimited in amount  
(c) Personal Effects of the Insured's drivers not otherwise more specifically insured whilst in any Vehicle – limit any one driver any one loss of €650
- 2 Costs and expenses necessarily incurred in  
(a) transferring to any vehicle and/or carrying to original destination or to place of collection the Property necessitated by collision, overturning or impact with any object  
(b) removal of debris and site clearance consequent upon loss of or damage to the Property  
up to a limit any one loss of €3,300

### Definitions

**The Property:** Stock and Materials in trade belonging to the Insured or for which the Insured is responsible.

**Personal Effects:** Personal possessions of the Insured's driver excluding cash, bank notes, credit cards, watches and jewellery.

**Tools:** Tools, tool kits or test equipment connected with the Business owned by or the responsibility of the Insured.

**The Situation:** Whilst in transit by the means specified in the Schedule (including loading and unloading and temporary housing in course of transit) anywhere within Ireland Excluding whilst at the Insured's premises when such premises are closed for business.

### Exceptions

The Company shall not be liable under this Section in respect of

- 1 loss or damage due to vermin insects mildew rust depreciation deterioration or changes brought about by natural causes
- 2 delay loss of market or other consequential loss of any kind
- 3 loss or damage by theft committed or connived at by any employee of the Insured
- 4 (a) livestock bank or treasury notes bullion cash furs jewellery watches tools precious metals or stones nonferrous metals in raw or scrap form clothing sports goods tobacco cigars cigarettes spirits television sets audio and/or video equipment/tapes refrigerated chilled cooled and/or insulated goods unless specified in the schedule  
(b) any property carried by the Insured for hire or reward or accompanying commercial travellers
- 5 loss or damage caused by or attributable to default in packing or incorrect or insufficient addressing
- 6 the excess stated in the Schedule (other than loss or damage caused by fire).

### Clauses

- 1 The Company shall not be liable in respect of the Property contained in any of the Insured's vehicles (or vehicles within their control) whilst left unattended overnight unless such vehicle is garaged within a securely locked building.
- 2 The Company shall not be liable in respect of loss or damage to the Property due to theft from any of the Insured's own vehicles (or vehicles within their control) unless such vehicle is locked whilst left unattended.

### Limits

The liability of the Company under this Section for any single loss or damage shall not exceed in respect of

Item 1 - the Limit per vehicle stated in the Schedule

Item 2 - the Limit any one sending stated in the Schedule.

## 5 FROZEN FOOD

### Cover

Loss of or damage to foodstuffs the property of the Insured or held by them in trust or on commission for which they are responsible whilst contained in the Refrigeration Plant detailed in the Schedule by deterioration, contamination or putrefaction caused by or arising from

- (a) rise or fall in temperature as a result of
  - (i) the breaking, distortion or burning out of any part of the Plant (including its own wiring terminating at and including the plug and fuse) arising from mechanical or electrical defects in the Plant occurring whilst the Plant is being used under normal working conditions
  - (ii) non-operation of the thermostatic or automatic controlling devices forming part of the Plant
  - (iii) accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority
- (b) accidental leakage of refrigeration or refrigerant fumes from the Plant.

### Exceptions

Loss of or damage resulting from wear and tear, deterioration gradually developing flaws or defects in the Plant or incorrect setting of thermostats or automatic controls.

### Maintenance Contract Condition

It is a condition precedent to liability that on the expiry of any guarantee period, the Insured shall have in place a maintenance contract on any refrigeration unit which does not have airtight sealed motors and compressors.

# Special clauses, conditions, exclusions and extensions applicable to section 1

## Annual revision

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

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

## The condition of average

- 2 The Sums Insured by each item of this Section (other than Contingencies N O and Q) relating to property are declared to be subject to Average. Whenever a sum insured is declared to be subject to Average if such sum shall at the commencement of any DAMAGE be less than the value of the property covered within such sum insured the amount payable by the Insurer in respect of such DAMAGE shall be proportionately reduced.

## Architects' surveyors' consultants' legal and other fees

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

## Automatic cover

- 4 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 valueanywhere in the Republic of Ireland Northern Ireland and Great Britain provided that -
  - (i) at any one situation this cover shall not exceed 10 per cent of the total sum insured on such property hereby or €650,000 whichever is less
  - (ii) the Insured undertakes to give particulars of such additional insurance as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof the Policy to be endorsed accordingly from the date of commencement of the Insurers liability
  - (iii) the provision of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above.

## Change of temperature

- 5 Notwithstanding anything to the contrary in this Policy or in any of its Conditions this Section covers destruction of or damage to the property thereby 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 limitations and conditions of the Policy.

## Clearing drains

- 6 The Insurance by Column (1) extends to cover expenses necessarily incurred in clearing cleaning and/or repairing drains gutters sewers and the like in consequence of Fire or other Contingencies hereby insured against on the Insured's own Premises.

## Contract price

- 7 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 conditions wholly or to the extent of the DAMAGE the liability of the Insurer shall be based on the contract price. For the purpose of this insurance the value of all goods to which this clause could apply in the event of DAMAGE shall also be similarly ascertained on this basis.

## Contracting purchaser's interest

- 8 If at the time of DAMAGE the Insured shall have contracted to sell their 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 is not otherwise insured against such DAMAGE by him/her or on his/her behalf) shall be entitled to benefit under this policy without prejudice to the rights and liabilities of the Insured or the Insurer until completion.

## Construction and heating of buildings

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

## Customers' goods

- 10 In so far as such property is not otherwise insured the insurance by this Policy extends to cover goods of the customers of the Insured for which the Insured have made themselves responsible even though such goods shall have been bought and paid for.

## Designation

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

## Electrical plant

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

## Excess (insured's contribution) clause

- 13 The Company shall not be liable for the first €150 of each and every loss as ascertained, after the application of all other terms and conditions of this section including any Condition of Average (underinsurance), in respect of Contingencies A-S inclusive.

## Fire brigade charges

- 14 The Company will indemnify the Insured in respect of such Fire Brigade attendance charges as may be levied by any Local Authority in dealing with any fire which results in a claim under this Section of the Policy. The Company's liability in respect of these charges shall not exceed €25,000.

## Explosion

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

## Garda response to alarms

- 16 Unless otherwise agreed by the Company, the Company will not be liable under Contingency M Stealing or Attempted Stealing if the Insured has received notice that the Garda Síochána have withdrawn their services in responding to alarm calls.

## Internal transfers

- 17 The Insurance in respect of Stock and Materials and Contents applies to property as therein defined transferred between premises insured by the Section including transit by road rail or inland waterway between such premises. The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the loss occurred at the premises from which the property is transferred or in the aggregate 10% of the Sum Insured by Items under Contents and Stock hereof or €33,000 whichever is the less in respect of any such transfers at any one time.

## Mortgagees

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

## Motor vehicles

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

## Non-invalidation clause

20 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 Insurer and pay an additional premium if required.

## Change of Occupancy

21 Unless otherwise agreed by the Company, the Insured may lose all cover under this section in respect of any building if:

- (a) such building or portions of buildings at the premises becomes empty, vacant, disused or unoccupied; or
- (b) such empty, vacant, disused or unoccupied building or portions of buildings at the premises becomes occupied.

The Insured should inform the Company immediately about any such changes in occupancy.

## Premises emergency repair

22 In the event of an emergency involving the Building the Company agree on notification of the emergency to the Company's Claims Department to authorise emergency repair work to be carried out by a competent tradesperson thus securing the premises and preventing further damage or loss occurring.

The Company will provide cover up to a limit of €260 inclusive of call out costs, labour and materials necessary for the Emergency Repair

The services to prevent further damage are as follows:

**Plumbing** If the premises piping is damaged or if there are leaks to the sanitary fittings or other fixed water installations within the Building other than those excluded by Contingencies I and K

**Electrical** Where the electrical supply within the Building fails as a result of a fault or damage to the internal electricity supply

**Locksmith** If the buildings are made insecure or if entry is impeded due to loss or theft of keys or damage to locks as a result of theft or other accidental cause

**Glazing** If there is a breakage of glazing to external windows or doors of the Buildings

**Roofing** If there is storm damage or any other accidental damage to the roof of the Buildings which is not excluded by clause H

Provided

1. The Buildings shall at all times be maintained in a good state of repair
2. No benefit shall be payable unless the Company has been notified and has authorised the emergency repair

The Company will not be liable for

- (a) Any work other than emergency repairs as defined
- (b) Any work undertaken not within the Building
- (c) Costs incurred without the Company's prior approval
- (d) The repair of damage caused by or arising from seepage/leakage or dampness even as a result of breakage or damage of the piping or other installations
- (e) The repair of air conditioning installations, electrical machinery or where faulty machinery has been the cause of an electrical failure
- (f) Repair to lighting such as bulbs or fluorescent tubes
- (g) The repair of damage to any alarm or telephone system
- (h) Any work to internal doors
- (i) Any work to mechanically operated shutters or automatic garage doors
- (j) Any work to external doors not directly accessing your property

- (k) Incidents brought about by an avoidable, wilful or deliberate act committed by anyone lawfully on the premises
- (l) Repair of Damage to the Building's contents
- (m) Repair of Damage to any Building not insured under this section

#### Definitions

**Emergency** An unforeseen or sudden occurrence that results in damage to the Building demanding immediate action to render it safe and/or secure it against further loss or damage

**Competent Tradesperson** A business or person specialising in the trade for which the emergency repair is required and advertised as such in a telephone directory or trade representative directory

### Public authorities' clause

- 23 Subject to the following special conditions the insurance by items under Buildings and Contents extends to include such additional cost of reinstatement of the lost destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of the Oireachtas/Parliament 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 loss destruction or damage not insured by the policy
    - (iii) under which notice has been served upon the Insured or any lessee tenant or sub-tenant prior to the happening of the DAMAGE
    - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the property destroyed or damaged
  - (b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any other aforesaid Regulations or Bye-Laws not arisen
  - (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.

#### Special Conditions

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

### Protections

- 24 The Company shall not be liable under Contingency M for any loss or damage arising whilst the Premises are left without a responsible adult therein unless all security devices provided to protect the premises existing at the inception of the insurance under this Contingency including any Additional Protections as indicated in the Schedule are in full and effective operation.

If an intruder alarm system forms part of any Additional Protections as indicated in the Schedule, the Insured must ensure that

- (a) the intruder alarm is regularly and efficiently maintained under a maintenance contract with the relevant alarm company
- (b) unless otherwise agreed by the Company the alarm is registered with a central monitoring station and eligible for Garda Síochána response
- (c) the intruder alarm is brought into full and effective operation whenever the Premises are closed for business
- (d) the relevant alarm company is immediately advised of any apparent defect in the intruder alarm
- (e) agreement of the Company is obtained before replacing extending or otherwise altering the intruder alarm
- (f) whenever the Premises are left without a responsible adult therein the details of any codes used for the operation of the intruder alarm and all keys to the intruder alarm shall be either removed from the Premises or placed within a locked safe or strongroom the keys to which are themselves removed from the Premises.



## Re-erection of plant and machinery

25 The insurance by items covering Machinery and Plant includes the cost of re-erecting fitting and fixing machinery and plant consequent upon destruction or damage by any of the contingencies hereby insured against.

## Reinstatement memorandum

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

For this purpose "reinstatement" means

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

### Special Conditions

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

## Reinstatement of the amount of any loss

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

## Removal of debris

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

- (a) Removing debris
- (b) Dismantling and/or Demolishing
- (c) Shoring-up or propping

of the portion or portions of the property insured by the said items destroyed or damaged by fire or by any other contingency hereby insured against.

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

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

The Company will not pay for any costs or expenses

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

## Rent

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

## Risk Management Conditions

30 It is a condition precedent to liability under this Section that

- 1 The maximum number of powered woodworking machines, other than portable hand machines, must not exceed the numbers allowed as indicated in the policy Schedule (or any endorsement on the Policy) in any Building referred to.
- 2 No painting or other surface treatments are carried out 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.
- 3 All combustible trade and process waste, refuse, shavings, cuttings including recyclable processed materials are to be removed from the Buildings at the end of each working day or shift.
- 4 Any firebreak doors or shutters must be kept closed except during working hours and be maintained in efficient working manner.

## Spontaneous combustion

31 Notwithstanding anything contained to the contrary in the contingencies insured under this Section the insurance by this Section extends to cover destruction or damage by fire only of or to coal coke and wood caused by its own spontaneous fermentation heating or combustion.

## Stealing damage to buildings

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

## Subrogation waiver

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

- (a) Any company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in Section 7 of the Companies Act 2014
- (b) Any company which is a Subsidiary of a Parent Company of which the Insured are themselves a subsidiary in each case within the meaning of Section 7 of the Companies Act 2014.

## Temporary removal clause

- 34
- 1 The property insured by this policy (other than stock if insured) is covered whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit thereto and therefrom all in the Republic of Ireland Great Britain and Northern Ireland.
  - 2 The liability of the Insurer under this extension in respect of each item of the policy for any DAMAGE occurring elsewhere than at the within mentioned premises shall not exceed 10% of the sum insured by the item.
  - 3 This extension does not apply to property in so far as it is otherwise insured nor as regards loss occurring elsewhere than at the premises from which the property is temporarily removed to motor vehicles and motor chassis licensed for normal road use.

## Temporary removal (documents)

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

This extension does not apply to

- (a) computer systems records
- (b) property in so far as it is otherwise insured.

### Temporary removal (computer systems records)

36 The insurance of computer systems records extends to cover such property for an amount not exceeding 10% of the limit of liability thereon whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Republic of Ireland Great Britain and Northern Ireland. This extension does not apply to property in so far as it is otherwise insured.

### Trace and access

37 In the event of DAMAGE by Contingency I (Escape of water), the insurance by this section extends to include costs necessarily and reasonably incurred in locating the source of the DAMAGE to effect repairs and the costs of making good. Limit €25,000 for any one claim.

### Workmen

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

## Section 2 - Business interruption

This cover is applicable to the Insured's Business and Premises specified in the Schedule

In the event of the Business carried on by the Insured at the Premises being interrupted or interfered with as a consequence of DAMAGE (being physical loss or physical destruction of or physical damage to property used by the Insured at the Premises for the purpose of the Business) by any of the Contingencies A-M specified as being insured in Section 1 then the Company will pay to the Insured in respect of each item shown as insured in the Schedule the amount of loss resulting from such interruption or interference provided that the liability of the Company shall not exceed

- (i) in respect of Increase in Cost of Working/Income/Gross Profit/Tax Relief/Rent Receivable the sum insured by each item
  - (ii) 133 $\frac{1}{3}$ % of the sum insured on Estimated Income/Estimated Gross Profit/Estimated Tax Relief
  - (iii) in respect of each other item its sum insured
- as stated in the Schedule at the time of the DAMAGE.

### In respect of **Increase in Cost of Working**

The amount payable as indemnity in respect of Increase in Cost of Working shall be the additional expenditure necessarily and reasonably incurred during the Indemnity Period in respect of fitting up of temporary premises removal costs and expenses incidental thereto including increased rent lighting and heating charges and other similar expenses.

Inner limit of liability:

In the first 3 months of the Indemnity Period up to 50% of the Sum Insured

### In respect of **Income**

The Insurance under this item is to reimburse the Insured in respect of (a) Loss of Income and (b) Increase in Cost of Working and the amount payable as indemnity shall be

#### (a) **In respect of loss of Income**

the amount by which the Income during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Income.

#### (b) **In respect of Increase in Cost of Working**

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

less any sum saved during the Indemnity Period in respect of any expenses of the Business payable out of Income which cease or reduce in consequence of the DAMAGE.

### **Underinsurance**

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

### **Income**

The money paid or payable to the Insured for services rendered in the course of the Business at the Premises

### **Annual Income**

The Income during the twelve months immediately before the date of the DAMAGE

### **Standard Income**

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

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

## In respect of **Gross Profit**

The Insurance under this Item is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity shall be

### (a) **In respect of Reduction in Turnover**

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

### (b) **In respect of Increase in Cost of Working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of DAMAGE but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of any expenses of the Business payable out of Gross Profit which cease or reduce in consequence of the DAMAGE.

## **Underinsurance**

If the Sum Insured on Gross Profit by this Cover be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

## **Turnover**

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

## **Gross Profit**

The amount by which -

- (i) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
- (ii) the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

## **Note:**

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.

## **Uninsured Working Expenses**

Purchases (less discounts received) and discounts allowed.

## **Note:**

The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

## **Rate of Gross Profit**

the rate of gross profit earned on the Turnover during the financial year immediately before the date of the DAMAGE

## **Annual Turnover -**

the Turnover during the twelve months immediately before the date of the DAMAGE

## **Standard Turnover -**

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

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

## In respect of **Tax Relief**

The Insurance under this Item is to reimburse the Insured in respect of (a) Reduction in Tax Relief and (b) Increase in Cost of Working and the amount payable as indemnity shall be

- (a) **In respect of Reduction in Tax Relief:** the amount by which the Tax Relief in the financial year or years containing the Indemnity Period falls short of the Tax Relief to which the Insured would but for the DAMAGE have been entitled in the said financial year or years
- (b) **In respect of Increase in Cost of Working:** so much of the additional expenditure described in Clause (b) of the respective Gross Profit item as exceeds the amount payable thereunder but not more than the additional amount which would have been payable under Clause (A) of this item had such expenditure not been incurred.

**Tax Relief:** The statutory relief from or reduction in the standard rate of Corporation Tax to which the Insured is entitled in the course of the Business at the premises.

## In respect of **Rent Receivable**

The Insurance under this item is to reimburse the Insured in respect of (a) Loss of Rent Receivable and (b) Increase in Cost of Working and the amount payable as indemnity shall be

### (a) **In respect of loss of Rent Receivable**

the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Rent Receivable

### (b) **In respect of Increase in Cost of Working**

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

less any sum saved during the Indemnity Period in respect of any expenses of the Business normally payable out of Rent Receivable which cease or reduce in consequence of the DAMAGE provided that

## **Underinsurance**

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

## **Rent Receivable**

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

## **Annual Rent Receivable**

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

## **Standard Rent Receivable**

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

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

## In respect of **Estimated Income**

The Insurance under this Item is to reimburse the Insured in respect of (a) Loss of Income and (b) Increase in Cost of Working and the amount payable as indemnity shall be

### (a) **In respect of loss of Income**

the amount by which the Income during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Income

### (b) **In respect of Increase in Cost of Working**

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

less any sum saved during the Indemnity Period in respect of any expenses of the Business payable out of Income which cease or reduce in consequence of the DAMAGE.

## **Income**

The money paid or payable to the Insured for services rendered in the course of the business at the Premises.

### **Estimated Income**

The amount declared by the Insured to the Company as representing not less than the Income 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 were the Maximum Indemnity Period exceeds twelve months).

### **Standard Income**

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

### In respect of **Estimated Gross Profit**

The Insurance by this Item is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity shall be

#### **(a) In respect of Reduction in Turnover**

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

#### **(b) In respect of Increase in Cost of Working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the DAMAGE but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of expenses of the Business payable out of Gross Profit which cease or reduce in consequence of the DAMAGE.

### **Turnover**

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

### **Gross Profit**

The amount by which -

- (i) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
- (ii) the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses

**Note:** The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.

### **Estimated Gross Profit**

The amount declared by the Insured to the Company representing not less than the Gross Profit 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).

### **Uninsured Working Expenses**

Purchases (less discounts received) and discounts allowed

**Note:** The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

### **Rate of Gross Profit**

the rate of gross profit earned on the Turnover during the financial year immediately before the date of the DAMAGE

### **Standard Turnover**

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

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

## In respect of **Estimated Tax Relief**

The Insurance under this Item is to reimburse the Insured in respect of

- (a) Reduction in Tax Relief and
- (b) Increase in Cost of Working and the amount payable as indemnity shall be:-
  - (a) **In respect of Reduction in Tax Relief:** the amount by which the Tax Relief in the financial year or years containing the Indemnity Period falls short of the Tax Relief to which the Insured would but for the DAMAGE have been entitled in the said financial year or years
  - (b) **In respect of Increase in Cost of Working:** so much of the additional expenditure described in Clause (b) of the respective Gross Profit item as exceeds the amount payable thereunder  
but not more than the additional amount which would have been payable under Clause (a) of this item had such expenditure not been incurred.

### **Tax Relief:**

The statutory relief from or reduction in the standard rate of Corporation Tax to which the Insured is entitled in the course of the Business at the premises.

### **Estimated Tax Relief:**

The amount declared by the Insured to the Company as representing not less than the tax relief which it is anticipated the Insured will be entitled to in the course of business at the premises.

## **PROVISIONS APPLICABLE TO ALL ITEMS UNLESS OTHERWISE STATED**

### **Definitions**

#### **Contingencies**

- 1 Any physical loss or physical destruction or physical damage as insured by the Material Damage Cover and which is specified under Contingencies A-M therein
- 2 Explosion of any boiler or economiser on the Premises
- 3 Any other Contingency specified and defined in Section 2 of the Schedule.

#### **Indemnity Period**

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

#### **Maximum Indemnity Period**

As stated in the Schedule.

#### **Premises**

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

### **Material damage proviso**

It is a condition precedent to liability under this section that 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 payment shall have been made or liability admitted therefore under such insurance or would have been made or admitted but for the operation of a proviso excluding liability for losses below a specified amount.

**Note 1:** To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Cover shall be exclusive of such tax

**Note 2:** For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.



## Special conditions

### 1 Cover Avoided

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

### 2 Premium Adjustment (Applicable to Items specified as insured in the Schedule)

The premium paid may be adjusted on receipt by the Company of a declaration of Income/Gross Profit/Tax Relief/Rent Receivable earned during the financial year most nearly concurrent with the Period of Insurance as reported by the Insured's auditors.

If any DAMAGE shall have occurred giving rise to a claim for loss of Income/Gross Profit/Tax Relief/Rent Receivable the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Income/Gross Profit/Tax Relief/Rent Receivable was reduced during the financial year solely in consequence of the DAMAGE.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds twelve months) is less than the Sum Insured on Income/Gross Profit/Tax Relief/Rent Receivable for the relative Period of Insurance the Company will either

- (a) allow a pro-rata return of premium not exceeding 50% of the premium paid or
- (b) if this cover is on a 75% provisional premium basis and the declaration
  - (i) is less than 75% of the Sum Insured on Income/Gross Profit/Tax Relief/Rent Receivable for the relative period the Company will allow a pro rata return of premium not exceeding 33 1/3% of the provisional premium paid
  - (ii) is greater than 75% of the Sum Insured on Income/Gross Profit/Tax Relief/Rent Receivable for the relative period the Insured shall pay a pro rata additional premium not exceeding 33 1/3% of the provisional premium paid to the Company.

In the event that no declaration is received within six months of the expiry of such Period of Insurance the balance of 25% shall be paid.

### 3 Premium Adjustment (Applicable to Items specified as insured in the Schedule)

The premium paid is provisional and is based on the Estimated Income/Estimated Gross Profit/Estimated Tax Relief for the financial year most nearly concurrent with the Period of Insurance. The Insured shall furnish to the Company not later than six months after the expiry of each Period of Insurance a declaration confirmed by the Insured's Auditors of the Income/Gross Profit/Tax Relief earned during the financial year most nearly concurrent with the Period of Insurance.

If any DAMAGE shall have occurred giving rise to a claim for loss of Income/Gross Profit/Tax Relief the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Income/Gross Profit/Tax Relief was reduced during the financial year solely in consequence of the DAMAGE.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds twelve months) is

- (a) less than the Estimated Income/Estimated Gross Profit/Estimated Tax Relief for the relative Period of Insurance the Company will allow a pro-rata return of the premium paid on the Estimated Income/Estimated Gross Profit/Estimated Tax Relief but not exceeding 50% of such premium
- (b) greater than the Estimated Income/Estimated Gross Profit/Estimated Tax Relief for the relative Period of Insurance the Insured shall pay a pro rata additional to the premium paid on the Estimated Income/Estimated Gross Profit/Estimated Tax Relief.

### 4 Renewal Clause

The Insured shall prior to each renewal furnish the Company with the Estimated Income/Estimated Gross Profit/Estimate Tax Relief for the financial year most nearly concurrent with the ensuing year of insurance.

### 5 Deliberate Act by Supply Undertaking Exclusion

The Company will not indemnify the Insured in respect of DAMAGE caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

However, the Company will indemnify the Insured in respect of

- (a) such DAMAGE which itself results from a cause not otherwise excluded
- (b) subsequent DAMAGE which is not otherwise excluded.

**Extensions** – The following Extensions shall apply to this Section. Unless specifically amended in the Schedule or otherwise stated in this Section, the liability under each shall be limited to €25,000 in respect of any one occurrence.

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

DAMAGE as insured by this Cover includes

#### **1 Suppliers Customers and Property Stored**

- (a) the premises of any of the Insured's suppliers manufacturers or processors of components goods or materials but excluding the premises of any public supply undertaking from which the Insured obtains electricity gas water or telecommunications services
- (b) the premises of any of the Insured's customers with whom the Insured has a contract or trading relationship to supply goods or services
- (c) premises not in the occupation of the Insured where property of the Insured is stored.

#### **2 Contract Sites**

any situation not in the occupation of the Insured where the Insured is carrying out a contract.

#### **3 Prevention of Access**

Loss resulting from interruption of or interference with the Business as a result of physical loss or physical destruction of or physical damage to property within one kilometre distance of the boundary of the Premises which physically prevents or restricts access to or use of the Premises. The Company will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by the Insured, or through the Insured's misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than 72 consecutive hours
- (4) any loss arising from any destruction of or damage to property of any public utility from which the Insured obtains supplies or services.

The maximum the Company will pay in the aggregate any one Period of Insurance is €25,000

#### **4 Public Utilities**

Property at any

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

from which the Insured obtains electricity gas water or telecommunications services

#### **5 Transit**

Property of the insured whilst in transit by road rail or inland waterway but excluding Impact cover in respect of the conveying vehicle.

#### **6 Loss of Attraction**

Loss resulting from interruption of or interference with the Business as a result of physical loss or physical destruction of or physical damage to property or premises within one kilometre distance of the boundary of the Premises causing a diminution of attraction to the Premises which directly results in a reduction of the Turnover, Income or Rent Receivable of the Business.

The provisions of any Automatic Reinstatement Clause do not apply to this Clause

The Company will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by the Insured, or through the Insured's misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than 72 consecutive hours
- (4) any loss arising from any destruction of or damage to property of any public utility from which the Insured obtains supplies or services

The maximum the Company will pay in the aggregate any one Period of Insurance is €25,000

## Clauses

### 1 Professional Accountants

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under Claims Condition 1 of this Policy for the purpose of investigating or verifying any claim under this Cover may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates

The Company will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details provided that the sum of the amount payable under this clause and the amount otherwise payable under this Cover shall in no case exceed the Limit of Liability.

### 2 Payments on Account

Payments on account may be made to the Insured during the Indemnity Period if required at the Company's discretion.

### 3 Accumulated Stocks

In adjusting any loss account shall be taken and an equitable allowance made if any shortfall in turnover due to the DAMAGE is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses or depots.

### 4 Alternative Trading Clause

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 their behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Income/Turnover/Tax Relief during the Indemnity Period.

### 5 Uninsured Standing Charges Clause

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

### 6 Departmental Clause

If the business be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of the item on Gross Profit shall apply separately to each department affected by the DAMAGE except that if the sum insured by the item on Gross Profit be less than the aggregate of the sums produced by applying the Rate of Gross Profit for each department of the business (whether affected by the DAMAGE or not) to its relative Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable under the said item shall be proportionately reduced.

### 7 Automatic Reinstatement

The liability of the Company will not be reduced by the amount of any loss provided that the Insured pays the premium calculated from the date of loss to the date of the expiry of the Period of Insurance.

### 8 Annual revision

Each sum insured of the Company's liability under Section 2 (in so far as such Section is identified in the Schedule as being operative) will increase at each renewal date by a Specified Percentage (to be advised by the Company) of the amount applicable immediately prior to the Policy being renewed subject to an appropriate increase in the Annual Premium.

# Section 3 - Liabilities

## COMPENSATION LEGAL COSTS SOLICITORS' FEES

The Company will indemnify the Insured against

- (a) all sums which the Insured shall become legally liable to pay for compensation and claimants' costs and expenses in respect of any occurrence to which this Section applies as stated in the Specification and in connection with the Business
  - (b) all costs and expenses of litigation incurred with the written consent of the Company in respect of a claim against the Insured to which the indemnity expressed in this Section applies
  - (c) the payment of the solicitor's fee incurred with the written consent of the Company for representation of the Insured at proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident or ministry inquiry in respect of any such occurrence
  - (d) legal costs and other expenses incurred with the written consent of the Company and costs of the prosecution awarded against the Insured arising out of any prosecution of the Insured for a breach or alleged breach during the Period of Insurance of the Safety Health and Welfare at Work Act 2005 or similar safety legislation of the Republic of Ireland but the Company shall not be liable for any fines or penalties imposed
- If Occurrence 1 is not insured by this Section the Company will not indemnify the Insured against such costs and expenses in respect of prosecutions involving the health safety or welfare of any person under contract of service or apprenticeship with the Insured and arising out of and in the course of such person's employment by the Insured

## TERRITORIAL LIMITS

This Section shall apply to occurrences anywhere in the World but not

- (a) in connection with any business conducted by the Insured from premises outside the Section Territories
- (b) liability in respect of death bodily injury shock illness or disease of any person under a contract of service or apprenticeship with the Insured and engaged by the Insured outside the Section Territories for the purpose of work by such person outside the Section Territories

The Section Territories shall mean the Republic of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man

## INTERPRETATION

### Additional Persons Insured

- 1 The Insured shall include
  - (a) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured
  - (b) if the Insured specified in the Schedule so requests
    - (i) any director or partner of the Insured
    - (ii) any person employed by the Insured under a contract of service or apprenticeship
    - (iii) any officer member or employee of the Insured's social sports or welfare organisations or first aid fire or ambulance services in such person's respective capacity as such
  - (c) for the purposes of Occurrence 1 and Occurrence 2 if the Insured specified in the Schedule so requests any Principal with whom the Insured has entered into an agreement for or including the performance of work within the Section Territories as far as is necessary to meet the requirements of such agreement but only in respect of death bodily injury shock illness disease loss or damage arising out of the performance of such work by the Insured
  - (d) for the purposes of Special Clause C the spouse of any person specified in 1(b) above

### Contract of Service or Apprenticeship

- 2 For all purposes of this Section
    - (a) labour masters and persons supplied by them
    - (b) persons employed by labour only subcontractors
    - (c) self employed persons
    - (d) drivers and/or operators of plant hired to the Insured
    - (e) persons gaining work experience
    - (f) any other person hired or borrowed by the Insured
- working for the Insured in connection with the Business shall be deemed to be employed by the Insured under a contract of service or apprenticeship

### **Sports and Welfare Activities and Maintenance of Insured's Premises and Private Work**

- 3 The Business shall include
- (a) the provision and management of canteen social sports and welfare organisations for the benefit of the Insured's employees first aid fire and ambulance services and maintenance of the Insured's premises
  - (b) private work carried out by any servant of the Insured for a director partner or employee of the Insured with the prior consent of the Insured specified in the Schedule

### **Cross Liabilities**

- 4 If there is more than one Insured specified in the Schedule this Section shall apply separately to each one as if a separate policy had been issued to each but the total liability of the Company shall not exceed the Amount of Indemnity

### **Effective Dates of Endorsements**

- 5 (a) so far as concerns Occurrence 1 any endorsement to this Section shall apply to occurrences caused on or after the Effective Date of such endorsement
- (b) so far as concerns Occurrence 2 and Occurrence 3 any endorsement to the Section shall apply to occurrences happening on or after the Effective Date of such endorsement

## **THE SPECIFICATION**

### **Occurrences**

(Applicable as stated in the Schedule)

#### **1 Employer's Liability**

Death bodily injury shock illness or disease caused during the Period of Insurance to any person under a contract of service or apprenticeship with the Insured if such death bodily injury shock illness or disease arises out of and in the course of such person's employment by the Insured

#### **Special Clauses which apply**

- E Contractual Liability
- M Vehicles (Employer's Liability)
- O Court Attendance Costs
- P Unsatisfied Court Judgements
- Q Asbestos
- S Offshore

#### **2 Public Liability**

- (a) Death bodily injury shock illness or disease of any person except that arising out of and in the course of such person's employment by the Insured under a contract of service or apprenticeship
- (b) Loss of or physical damage to physical property not belonging to the Insured or in the charge or under the control of the Insured or any servant of the Insured
- (c) Loss arising from obstruction trespass nuisance or interference with any easement of air light water or way happening during the Period of Insurance but excluding occurrences as described in Occurrence 3 hereunder

#### **Special Clauses which apply**

- A Rented Premises
- B Employees' and Visitors' Personal Effects
- C Personal Liability - Home and Abroad
- D Deliberate Acts
- E Contractual Liability
- G Damage to Goods Supplied
- H Vehicles (Public and Products Liability)
- I Vessels and Craft
- J Pollution
- N Wrongful Arrest
- Q Asbestos
- R Motor Contingent Liability (Public and Products Liability)
- S Offshore

### 3 Products' Liability

- (a) Death bodily injury shock illness or disease of any person except that arising out of and in the course of such person's employment by the Insured under a contract of service or apprenticeship
- (b) Loss of or physical damage to physical property not belonging to the Insured or in the charge or under the control of the Insured or any servant of the Insured

occurring during the Period of Insurance and caused by any commodity article or thing supplied installed erected repaired altered or treated by the Insured and happening elsewhere than at the Insured's premises

#### Special Clauses which apply

- D Deliberate Acts
- F Contractual Liability (Products)
- G Damage to Goods Supplied
- H Vehicles (Public and Products Liability)
- I Vessels and Craft
- J Pollution
- K Goods supplied to North America
- L Aircraft and Nuclear Products
- Q Asbestos
- R Motor Contingent Liability (Public and Products Liability)
- S Offshore

### The Amount of Indemnity

#### Any One Event

The liability of the Company for all compensation payable to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the sum stated in the Schedule as the Amount of Indemnity for any one Event

So far as concerns Occurrence 1 the Amount of Indemnity is inclusive of all payments under Compensation Legal Costs Solicitors' Fees

#### Any One Period

The liability of the Company for all compensation payable in respect of all occurrences happening during any one Period of Insurance shall not exceed the sum stated in the Schedule as the Amount of Indemnity for any one Period of Insurance

## THE SPECIAL CLAUSES

(Applicable as stated in the Specification).

#### Rented Premises

A The exclusion of property in the charge or under the control of the Insured or any servant of the Insured shall not apply to premises (or fixtures or fittings thereof) hired or rented to the Insured even if loss or damage to such property arises from a vehicle for which cover is provided under special Clause H but the indemnity provided by this Special Clause shall not apply to

- (a) liability assumed by the Insured by agreement which would not have attached in the absence of such agreement
- (b) the first €625 of loss or damage to premises (or fixtures or fittings thereof) caused other than by fire or explosion

#### Employees' and Visitors' Personal Effects

B The exclusion of property in the charge or under the control of the Insured or any servant of the Insured shall not apply to employees' or visitors' personal effects (including vehicles and their contents) but the indemnity provided by this Special Clause shall not apply to

- (a) property hired or lent to or borrowed by the Insured
- (b) property in the charge or under the control of the Insured or any servant of the Insured for work thereon or service thereof
- (c) liability assumed by the Insured by agreement which would not have attached in the absence of such agreement

### **Personal Liability Home and Abroad**

- C This Section shall apply to the liability of any person specified in Interpretation 1(b) or spouse or child whilst within or outside the Section Territories on the Business of the Insured but this Special Clause shall not apply to liability in respect of
- (a) the ownership or occupation of any land or building
  - (b) any business carried on by such person or such person's spouse

### **Deliberate Acts**

- D This Section shall not apply to liability in respect of any occurrence which results from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

### **Contractual Liability (Employer's and Public Liability only)**

- E As far as concerns liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement this Section shall apply only if the conduct and control of claims is vested in the Company but shall not apply to liability in respect of
- (a) liquidated damages or under any penalty clause
  - (b) any contract for or including the performance of work outside the Section Territories
  - (c) any tenancy agreement

### **Contractual Liability (Products)**

- F This Section shall not apply to liability assumed by the Insured by agreement in respect of death bodily injury shock illness disease loss or damage caused by any commodity article or thing supplied installed erected repaired altered or treated by the Insured unless such liability would have attached in the absence of such agreement

### **Damage to Goods Supplied**

- G This Section shall not apply to liability in respect of recalling removing repairing replacing reinstating or the cost of or reduction in value of any commodity article or thing supplied installed erected repaired altered or treated by the Insured if such liability arises from any defect therein or the harmful nature or unsuitability thereof

### **Vehicles (Public and Products Liability)**

- H This Section shall not apply to liability in respect of
- (a) (i) any vehicle for which compulsory insurance or security is required by any road traffic legislation if such vehicle is owned leased hired borrowed or used by the Insured specified in the Schedule or by the person seeking indemnity
  - (ii) any trailer for which compulsory insurance or security is required by any road traffic legislation if such trailer is owned leased hired borrowed or used by the Insured specified in the Schedule or by the person seeking indemnity
  - (b) the loading or unloading of such vehicle or trailer
  - (c) (i) the bringing of a load to such vehicle or trailer for the purpose of loading thereon
  - (ii) the taking away of a load from such vehicle or trailer after unloading therefrom
- where indemnity is provided by any motor insurance contract or where compulsory insurance or security is required by any road traffic legislation

### **Vessels and Craft**

- I This Section shall not apply to liability in respect of
- (a) any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space if such vessel or craft is owned leased hired borrowed or operated by the Insured
  - (b) the loading or unloading of such vessel or craft

### **Pollution**

J This Section shall not apply to liability in respect of pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

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

The liability of the Company for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the Period of Insurance shall not exceed €2,600,000 in the aggregate

For the purpose of this clause "pollution or contamination" shall be deemed to mean

- (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (b) all loss or damage or death bodily injury shock illness disease directly or indirectly caused by such pollution or contamination

### **Goods Supplied to North America**

K Unless otherwise agreed by the Company and additional premium paid this Section shall not apply to liability arising out of any commodity article or thing exported by or on behalf of the Insured to the United States of America or Canada including any commodity article or thing supplied prior to the inception of this Section which the Insured knows or could reasonably have been expected to know would be used within the United States of America or Canada

### **Aircraft and Nuclear Products**

L This Section shall not apply to liability arising from any commodity article or thing supplied installed erected repaired altered or treated with the knowledge of the Insured or by or on behalf of the Insured which could affect

- (a) the navigation propulsion or safety of any aircraft or other aerial device
- (b) the safety or operation of nuclear installations

### **Vehicles (Employer's Liability)**

M This Section shall not apply to liability for which compulsory insurance or security is required by any road traffic legislation

### **Wrongful Arrest**

N This Section shall apply to liability arising out of wrongful arrest detention imprisonment eviction or wrongful accusation of shoplifting of any person but the indemnity provided by this Special Clause shall not exceed €50,000 in any one Period of Insurance

### **Court Attendance Costs**

O In the event of any person employed by the Insured under a contract of service or apprenticeship attending court as a witness at the request of the Company in connection with an occurrence in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the rate of €150 per day for each day on which attendance is required

### **Unsatisfied Court Judgements**

P The Company will at the request of the Insured as specified in the Schedule pay to any person employed by the Insured under a contract of service or apprenticeship (or in the event of the death of such person or their personal representative) the amount of damages (other than liquidated damages) and costs awarded to such person in any judgement obtained within a court within the Republic of Ireland against any company registered therein or any individual domiciled in the Republic of Ireland to the extent that such amount remains unsatisfied in whole or in part more than six months after the date of such judgement

Provided that

- (a) such death bodily injury shock illness or disease arises out of and in the course of such persons employment by the Insured
- (b) In respect of such judgement
  - (i) there is no appeal outstanding
  - (ii) if any payment is made by virtue of the indemnity provided by this Special Clause the person to whom such payment is made shall assign the judgement to the Company

### **Asbestos**

Q This Section shall not apply to liability arising directly or indirectly out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause which may have contributed concurrently or in any other sequence

So far as concerns loss of or damage to property only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos is excluded



### **Motor Contingent Liability (Public and Products Liability)**

- R This Section shall apply to liability arising from any vehicle or trailer attached thereto being used in connection with the Business within the Section Territories which is not owned loaned leased hired or borrowed by the Insured specified in the schedule but shall not apply to liability
- (a) in respect of damage to the vehicle or trailer or goods carried in or on the vehicle or trailer
  - (b) while the vehicle is being driven by the Insured or any person who to the knowledge of the Insured or the Insured's representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
  - (c) where indemnity is provided by another insurance policy

The indemnity provided by this Special Clause shall not exceed €50,000 any one Event

### **Offshore**

- S This Section shall not apply to liability in respect of work in or on or travel to from or within or anything supplied installed erected repaired altered or treated to any offshore
- (a) accommodation exploration drilling or production rig or platform
  - (b) support vessel

## **SPECIAL CONDITIONS**

### **Suspension of cover**

- 1 The Company may at any reasonable time inspect any property and in the event of any defect or danger being apparent the Company may give written notice to the Insured when all liability of the Company arising from such defect or danger shall be suspended

### **Adjustment**

- 2 If the premium for this Section has been calculated on any estimates given by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall at any reasonable time allow the Company to inspect such record and following the expiry of each Period of Insurance shall supply to the Company a correct statement or if requested by the Company figures certified by the Insured's auditors so that the premium for that period shall be calculated and the difference paid by or allowed to the Insured as the case may be
- Should the Insured fail to supply a statement within one month after the expiry date shown in the Schedule the Company shall be entitled if it so wishes to charge an additional premium in respect of that Period of Insurance

### **Avoidance and recovery**

- 3 The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in any of the Section Territories but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

### **Non-Contribution**

- 4 If at the time of an occurrence or claim there is or but for the existence of this Section would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim the Company shall not be liable under this Section to indemnify the Insured in respect of such occurrence or claim except as far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Section not been effected

# Section 5 - Commercial legal protection

## Introduction

The claims service for this Section of the policy is administered by ARAG Legal Protection Limited herein after referred to as "ARAG" on the Company's behalf. The Company has chosen ARAG as Claims Administrator for this cover in view of their expertise and many years experience in dealing with legal disputes for customers.

As soon as You are aware of a legal problem, You should get legal advice from the **Legal Helpline on 1850 200 826** without delay. Please have Your policy number to hand. If You wish to make a claim the full details will need to be submitted in writing.

ARAG will administer the claim on behalf of the Company. If a solicitor is required to deal with Your legal problem the Claims Administrator will appoint one from their approved panel of solicitors. These solicitors have been carefully chosen as experts in the area of law covered by this Section and they are required to comply with strict service standards set out by the Claims Administrator.

## Special Notes

You must read this Section, the policy schedule and any endorsement as one document.

The proposal or any information You have supplied will be included in the contract. This Section will cover the Insured Person for any insured incident arising in connection with the business shown in the policy schedule if You have paid the premium.

The Company agrees to provide the insurance in this Section in line with the cover shown in the policy schedule as long as:

- (a) the date the insured incident happens is during the Period of Insurance and within the Territorial Limit;
- (b) any legal proceedings will be dealt with by a court, or other body which the Claims Administrator agrees to, in the Territorial Limit; and
- (c) in civil claims it is always more likely than not that You will recover damages (or get any other legal remedy which the Claims Administrator has agreed to) or make a successful defence.

For all insured incidents, the Company will help in appealing or defending an appeal as long as the Insured Person tells the Claims Administrator within the time limits allowed that they want to appeal. Before the Company pays any Costs and Expenses for appeals, the Company must agree that it is always more likely than not that the appeal will be successful.

If You use an Appointed Representative, the Company will pay the Costs and Expenses for this.

The Company will pay the Financial Compensation Awards that the Claims Administrator has agreed to.

For Cover 4(a) Bodily Injury claims, the Company will pay the application fee required by the Personal Injuries Assessment Board (PIAB).

## Definitions

### Claims Administrator

ARAG Legal Protection Limited (ARAG).

### You, Your

The Insured shown in the Policy Schedule.

### Insured Person

You and Your directors, partners, managers, employees and any other individuals declared to us by You.

### Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an Insured Person in line with the terms of this Section.

### Date of Event

- (i) For civil cases (other than under Cover 5 Tax Protection, the Date of Event is when the cause of the action first happened.
- (ii) For criminal cases, the Date of Event is when the Insured Person began or is alleged to have begun to break the criminal law in question.
- (iii) For licence or registration appeals, the Date of Event is when You first became aware of the proposal by the relevant licensing or regulatory authority to suspend, change the terms of, refuse to renew or cancel Your licence.
- (iv) For Tax Protection the Date of Event is when the relevant authority sends an assessment or written decision to You following an audit.

## Costs and Expenses

### • Legal Costs

All reasonable and necessary costs the Appointed Representative charges on a party/party basis. Also the costs the opponent has to pay in civil cases if an Insured Person has been ordered to pay them, or pays them with the Claims Administrator's agreement

### • Accountant's Costs

A reasonable amount for all reasonable costs the Appointed Representative incurs in line with the Claims Administrator's claims handling instructions.

### • Attendance Expenses

The Insured Person's salary or wages for the time that they are off work to attend any arbitration, court or tribunal hearing if the Appointed Representative asks, or while on jury service. The Company will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

The amount the Company will pay is based on the following:

- \* the time the Insured Person is off work including the time it takes to travel to and from the hearing. The Company will work this out to the nearest half day assuming that a whole day is eight hours;
- \* if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages;
- \* if the Insured Person works part-time, the salary or wages will be a percentage of their weekly salary or wages.

## Territorial Limit

The Republic of Ireland.

## Limit of Indemnity

The most the Company will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €150,000.

## Cover

### 1 EMPLOYMENT DISPUTES AND FINANCIAL COMPENSATION AWARDS

#### (a) Employment Disputes

The Company will defend your legal rights in the following circumstances:

- (1) before proceedings are issued before the Workplace Relations Commission, court or tribunal after you have dismissed an employee; or
- (2) in legal proceedings for any dispute with:
  - (a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with you; or
  - (b) an employee, prospective employee or ex-employee arising from You allegedly breaking their statutory rights under employment law.

#### Exceptions

- (1) Any claim for damages for personal injury, including stress, bullying and harassment or loss of or damage to property.
- (2) Employee internal disciplinary or grievance procedures.
- (3) Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 1980 and 2000, European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation.

#### (b) Employment Financial Compensation Awards

The Company will pay any financial compensatory award You would otherwise pay for a claim the Company has accepted under Cover 1(a).

#### Provided that

- (1) Throughout any contract of employment dispute You have asked for and followed advice from the Claims Administrators Legal Advise Service.

- (2) For compensation following You breaking a statutory duty under employment law, You have at all times, asked for and followed advice from the Claims Administrator's legal service since the date when You should have known about the employment dispute.
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy but not the redundancy payment itself, You have asked for and followed advice from the Claims Administrator before serving a notice for redundancy.
- (4) The compensation is awarded by the Workplace Relations Commission or tribunal under a judgement made after hearing a full argument and otherwise than by agreement or default, or is paid under a settlement the Claims Administrator has approved in writing beforehand.
- (5) The total of the compensation payable by the Company shall not be more than €1,500,000 in any one Period of Insurance.

#### **Exceptions**

- (1) Any financial compensation relating to:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights;
  - statutory rights in relation to the trustees of occupational pension schemes; or
  - statutory rights in relation to shop work on a Sunday and betting work.
- (2) Any claim for non-payment of money due under the relevant employment contract or any statutory provision relation to it.
- (3) Any award ordered as a result of breaking statutory rights in relation to providing relevant records to employees under the National Minimum Wage Act 2000 or any legislation which amends this.
- (4) Any financial compensation award or increase in financial compensation award ordered by the tribunal for Your failure to keep to a recommendation it has made, including non-compliance with reinstatement or re-engagement order.

## **2 LEGAL DEFENCE**

If you ask, the Company will:

- (1) Defend the Insured Person's legal rights:
  - (a) before legal proceedings are issued when dealing with the
    - Gardaí; or
    - Health and Safety Authority and/or regional health boards where it is alleged that the Insured Person has or may have committed a criminal offence; or
  - (b) following an event which leads to the Insured Person being prosecuted in a criminal court.
- (2) Defend Your legal rights following civil action taken against You for wrongful arrest when relating to an accusation of theft alleged to have been carried out during the Period of Insurance.
- (3) Defend the Insured Person's (other than Your) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of Your employees.
- (4) Represent the Insured Person if they appeal against the imposition or terms of any Statutory Notice issued under law which affects Your business.
- (5) Represent You if You appeal because the Data Protection Commissioner refuses Your application for registration.
- (6) Pay the Attendance Expenses of an Insured Person if they have to attend jury service.

#### **Provided that**

For proceeding under the Health and Safety and Welfare act 2005, The Territorial Limit will include any place where the act applies.

#### **Exceptions**

- (1) An Insured Person driving without valid motor insurance.
- (2) Any claims arising from parking or obstruction offences.
- (3) A motor related prosecution where You own or have the use of more than 6 motor vehicles used for business purposes.

## **3 STATUTORY LICENCE PROTECTION**

The Company will represent You if You appeal to the relevant statutory or regulatory authority, court, or tribunal after an event which results in a licensing or regulatory authority spending, or changing the terms of, or refusing to renew, or cancelling Your licence.

### Exceptions

- (1) An original application or Your application to renew a statutory licence.
- (2) Any licence appeal relating to ownership, driving or use of a motor vehicle.

## 4 PROPERTY PROTECTION AND BODILY INJURY

### (a) Property Protection

The Company will negotiate for Your legal rights in any civil action relating to material property which You own or are responsible for, as a result of:

- (1) any event which causes or could cause damage to that material property; or
- (2) any nuisance or trespass.

### Exceptions

Any claim relating to the following:

- (1) A contract You have entered into;
- (2) Goods being transported or goods lent or hired out;
- (3) Goods at premises other than those premises You occupy unless the goods are at the premises for the purpose of installations or to be used in work You carry out;
- (4) Mining subsidence;
- (5) Defending Your legal rights other than in defending a counter-claim;
- (6) A motor vehicle the Insured Person owns, uses, hires or leases other than damage to motor vehicles where You are involved in selling motor vehicles.

### (b) Bodily Injury

If You ask, the Company will negotiate for an Insured Person's and their family members' legal rights following an event which causes the death of, or bodily injury to them.

This includes assisting You (and family member if applicable) throughout claims and legal advice service to register their claim with the Personal Injuries Assessment Board (PIAB).

### Exceptions

- (1) Any claim relating to the following:
  - (a) Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
  - (b) Defending an Insured Person's or their family members' legal rights other than in defending a counter-claim; or
  - (c) A motor vehicle the Insured Person or their family members own, use, hire or lease.
- (2) The cost of obtaining a medical report when registering a claim with the Personal Injuries Assessment Board (PIAB).

## 5 TAX PROTECTION

### (a) Revenue Audits

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings in respect of an audit carried out by the Revenue Commissioners into Your business accounts; or

### (b) Employers' Compliance

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings for a dispute concerning Your compliance with Pay As You Earn or Social Insurance Contribution Regulations following an audit by the Revenue Commissioners or The Department of Social Community and Family Affairs; or

### (c) VAT Disputes

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings following an audit carried out by the Revenue Commissioners for Value Added Tax due.

### Provided That

- (a) For all insured incidents, You must have taken reasonable care to make sure that all returns are complete and correct and that the returns are sent in within the statutory time limits allowed.
- (b) You and the Appointed Representative must keep to the Claims Administrator's instructions for handling claims throughout the claim.

### Exceptions

- (1) Any claim arising from a tax avoidance scheme.
- (2) Any claim caused by Your failure to register for Value Added Tax.
- (3) Any claim involving the Revenue Commissioners looking into Your alleged dishonesty or criminal activities.

### Instructions On Handling Claims For Tax Protection

The Claims Administrator's claim handling instructions are provided for You at the end of this policy section called 'How we deal with tax protection claims under your commercial legal protection policy' (A step by step guide to your tax claim). The claims handling instructions for the representative are in a document called 'Procedure for Appointed Representative when dealing with Tax Protection Claims'.

### Exceptions which apply to Section 5

- (1) Any claim reported to the Claims Administrator more than 180 days after the date the Insured Person should have known about the insured incident.
- (2) Costs and Expenses incurred before the Claims Administrator accepts a claim in writing.
- (3) Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Cover 1 (b) **Employment Financial Compensation Awards**.
- (4) Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- (5) Any claim relating to franchise rights, or agency rights if You have the legal capacity to change the legal relations of another.
- (6) Any insured incident deliberately or intentionally caused by an Insured Person.
- (7) A dispute with the Company and/or the Claims Administrator not otherwise dealt with under Condition 7.
- (8) Any claim relating to a shareholding or partnership share in Your business unless the shareholding was gained under a scheme open to all Your employees (or a substantial number of them) of a certain minimum grade other than Your directors or partners.
- (9) Judicial review.
- (10) Any claim caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- (11) Legal action an Insured Person takes which the Claims Administrator or the Appointed Representative have not agreed to or if the Insured Person does anything that prevents the Claims Administrator or the Appointed Representative from carrying out their roles effectively.
- (12) When either at the start of or during the course of a claim, the Company will not cover a claim if You are bankrupt or have filed a bankruptcy petition or winding-up petition, have made an arrangement with Your creditors, have entered into a deed or arrangement, are in liquidation, or part or all of Your affairs or property are in the care or control of a receiver or administrator.
- (13) Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

## Conditions applicable to Section 5

- 1 An Insured Person must:
  - (a) keep to the terms and conditions of this Section;
  - (b) take reasonable steps to keep any amount the Company has to pay as low as possible;
  - (c) try to prevent anything happening that may cause a claim;
  - (d) send everything the Claims Administrator asks for, in writing; and
  - (e) give the Company full details of any claim as soon as possible and give the Company any information the Claims Administrator needs.
  
- 2
  - (a) The Company can take over and carry out, in the name of an Insured Person, any claim or legal proceedings at any time. The Claims Administrator can negotiate any claim on behalf of an Insured Person.
  - (b) If the Claims Administrator agrees to start legal proceedings and the Insured Person has to be represented by a lawyer, or if there is a conflict of interest, an Insured Person can choose an Appointed Representative by sending that suitably qualified person's name and address to the Claims Administrator. The Claims Administrator may choose not to accept the choice of representative, but only in exceptional circumstances.
  - (c) Before an Insured Person chooses a lawyer or an accountant, the Claims Administrator can appoint an Appointed Representative.
  - (d) The Claims Administrator will appoint an Appointed Representative and they will represent the Insured Person according to the Claims Administrator's standard terms of appointment. The Appointed Representative must co-operate fully with the Claims Administrator at all times.
  - (e) The Claims Administrator will have direct contact with the Appointed Representative.
  - (f) The Insured Person must co-operate fully with the Claims Administrator and with the Appointed Representative and must keep the Claims Administrator up to date with the progress of the claim.
  - (g) The Insured Person must give the Appointed Representative any instructions required by the Claims Administrator.
  
- 3
  - (a) The Insured Person must tell the Claims Administrator if anyone offers to settle a claim and must not agree to any settlement without the Claims Administrator's written permission.
  - (b) If an Insured Person does not accept a reasonable offer to settle a claim, the Company may refuse to pay further Costs and Expenses.
  - (c) The Company may decide to pay the Insured Person the amount of damages that they are claiming or the amount that is being claimed against them instead of starting or continuing legal proceedings.
  
- 4
  - (a) If the Claims Administrator asks, the Insured Person must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited.
  - (b) The Insured Person must take every step to recover Costs and Expenses that the Company has to pay and must pay the Company any Costs and Expenses that they do recover.
  
- 5 If an Appointed Representative refuses to continue acting for an Insured Person or if an Insured Person dismisses the Appointed Representative, the cover provided will end at once, unless the Claims Administrator agrees to appoint another Appointed Representative.
  
- 6 If an Insured Person settles a claim or withdraws their claim without the Claims Administrator's agreement, or does not give suitable instructions to the Appointed Representative, the cover provided will end at once. The Company will be entitled to reclaim any Costs and Expenses they have paid.
  
- 7 If the Claims Administrator and an Insured Person disagree about the choice of Appointed Representative or about how a claim is handled, the Claims Administrator and the Insured Person can choose another suitably qualified person to decide the matter. The Claims Administrator and the Insured Person must both agree to this in writing. If the Claims Administrator cannot agree with the Insured Person about the choice of the second suitably qualified person, the Claims Administrator will ask the president of the Law Society of Ireland to choose a suitably qualified person.

Whoever loses the disagreement will have to pay the costs of settling it.
  
- 8 The Claims Administrator may ask You to get an opinion from counsel as to how successful a claim or proceedings will be (You will have to pay any costs involved in doing this). If counsel believes there are reasonable grounds to pursue or defend a claim or proceedings, the Claims Administrator will pay the cost of getting the opinion.

9 The Company will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Section did not exist.

10 This Section will be governed by the laws of the Republic of Ireland.

### Helpline Services

The Claims Administrator provide these services 24 hours a day, seven days a week during the Period of Insurance. To help check and improve service standards, the Claims Administrator records all calls.

### Commercial Legal Advice

The Claims Administrator will give You confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

To contact the above services, phone **1850 200 826**.

### Counselling

The Claims Administrator will give Your employees (including any members of their immediate family who permanently live with them) a confidential counselling service over the phone. This will include, where appropriate, referral to relevant voluntary or professional services.

To contact the counselling helpline, phone **1850 670 407**. These calls are not recorded.

### Health & Medical Information Service

The Claims Administrator will give You information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness.

**To contact the above service phone us on 1890 254 164.**

The Claims Administrator will not accept responsibility if the helpline services fail for reasons they cannot control. Please do not phone to report a general insurance claim.

### Employment Manual

The Claims Administrator's Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law.

To view it please visit **www.arag.ie**. From the home page click on the Employment Manual icon.

## How we deal with Tax Protection Claims under Your Commercial Legal Protection Policy

Your business is required by law to submit accounts and pay tax to the Revenue Commissioners. This policy will pay your accountant's fees if the Revenue Commissioners carry out an audit of your business accounts provided that these guidelines are followed.

### Notifying us of your claim

- (1) If you receive notification from the Revenue Commissioners, you or your accountant can contact us by phone on 01 670 7470. The Claims Administrator can send you a claim form and give you advice about how to make your claim. The Claims Administrator cannot confirm cover for your claim over the phone.
- (2) When the Claims Administrator receives the information they need to help you with your claim they will appoint an accountant to act for you. If you wish us to appoint your own accountant you must send us the person's name and address when you send us your completed claim form. The accountant appointed by us to act for you is referred to as the "appointed representative" in your policy and in the guidelines below. The Company will not pay for any accountant's fees that have been incurred for work carried out before the Claims Administrator has accepted your claim.

### Handling your claim

- (3) Tax Protection covers the cost of negotiating on your behalf and representing you in any appeal proceedings in respect of a Revenue Audit.
- (4) Once the Claims Administrator has accepted your claim and have appointed an accountant to deal with it they will agree with the appointed representative what work is to be carried out on your behalf and the fees that are to be covered under your policy. If it is not possible to agree a budget with the appointed representative, the Claims Administrator reserves its right to limit the sum payable under the policy to an amount that is necessary and reasonable in the circumstances.



- (5) The Revenue Commissioners will request information about your accounts. The appointed representative will prepare this information. They may also be required to meet with the Revenue. Your policy will cover the cost of any necessary meetings provided that the Claims Administrator has consented to your accountant attending. If it is not possible to negotiate a settlement with the Revenue Commissioners and you wish to appeal against the tax demanded the Claims Administrator will pay for the appointed representative to represent you in appeal proceedings provided it is always more likely than not that the appeal will be successful.
- (6) If at any time during the audit the level of fees that the Claims Administrator has agreed with the appointed representative is expected to change the Claims Administrator must be informed of any additional work considered necessary and agree in advance any additional accountant's costs to be paid under your policy.

#### **When we cannot help**

- (7) Please note it is a condition of your policy that you have taken reasonable care to ensure all returns are complete and correct and are submitted within the statutory time limits allowed.
- (8) If the appointed representative has to carry out routine accounting or corrective work you will need to pay any fees for this out of your own funds. It is not normally considered appropriate for accountants to carry out review work on records prior to submission to the Revenue Commissioners but if the appointed representative considers this necessary the Claims Administrator will pay the cost of this provided that they have consented to the work being carried out.
- (9) The Company will not pay accountant's costs that have been incurred because the appointed representative has failed to follow the procedures the Claims Administrator has specified or has charged fees that the Claims Administrator has not agreed to pay.
- (10) Please note the exclusions in relation to dishonesty.

#### **Settling your claim**

- (11) The Claims Administrator will tell the appointed representative about how they will settle their invoice when the audit has been completed.

#### **Other types of Tax Protection claims**

Disputes arising from Employers' compliance with PAYE or PRSI contributions following an audit by the Revenue Commissioners or department of Social Community and Family Affairs; and appeals in relation to VAT assessments are also covered by this section. If you need to notify us of a claim that arises from either of these circumstances please follow the instructions outlined in 1 and 2. The Claims Administrator will adopt a similar approach when dealing with these claims as for Revenue Audits (refer to paragraphs 6 to 10) although the actual work carried out by the appointed representative will differ. Please note the Claims Administrator cannot cover disputes with the Revenue Commissioners that result from your failure to register your business for VAT.

### **Procedure for Appointed Representatives when dealing with Tax Protection Claims**

The information below details the procedure to be followed by the appointed representative when dealing with your Tax Protection claim. The Claims Administrator will send these instructions to the appointed representative when they appoint them to deal with your claim.

#### **Instructions for the Appointed Representative**

In our experience it is normally necessary for the appointed representative to undertake the following work;

##### **(1) Provide information requested in the Revenue Commissioner's initial letter**

This should not involve significant re-analysis work. If the information is available, albeit in slightly different form in your working papers, the Revenue should be invited to accept it as it is in your papers.

##### **(2) Submission (or making available) of business records**

Responsibility for the retention and orderly maintenance of business records rests with the policyholder. The Claims Administrator will not expect to incur significant professional costs associated with their submission to revenue. It will not normally be considered appropriate for the appointed representative to carry out review work on the records prior to submission to the Revenue. If it is felt that any such work is necessary, advance agreement of the costs is required. Please send us a copy of the covering letter sent with the audited accounts at the time of filing.

##### **(3) Submission of private financial information, if appropriate to the audit.**

##### **(4) Identify reason for audit.**

##### **(5) Possible limited further correspondence preparatory to any meeting with the Revenue.**

##### **(6) Meeting with the Revenue Inspector.**

Where appropriate, meetings with the Revenue can be a productive means to resolve outstanding issues. However, the time involved inevitably makes them expensive in terms of professional fees. It is therefore vitally important that the purpose of the meeting be clearly agreed, in so far as possible in advance, so that the meeting time can be used effectively to resolve remaining issues. The reasons for a meeting should be set out by the Revenue along with the subjects for discussion. It is particularly important that the Revenue be asked to set out in advance any issues which the policyholder may be unlikely to be able to answer from memory, in order to facilitate closure of the audit.

As in all insurances there is an obligation for the policyholder and on the appointed representative acting for them to take reasonable steps to minimise the costs payable under the policy. The Company will only pay for one member of the appointed representative's firm to be present at the audit and that the Claims Administrator expects where possible that preparatory work prior to the audit and subsequent to it be done by junior members of staff.

At the end of the above process it will be apparent whether the audit can be drawn to a close or whether the Revenue has significant concerns about the accuracy of the returns.

# Section 6 - Fidelity guarantee

## **Cover**

The Company agrees to reimburse to the Insured all such direct pecuniary loss not exceeding the Sum Insured stated in the Schedule as the Insured shall sustain by all acts of fraud or dishonesty committed by any of the Employees

- (a) during the Period of Insurance and
- (b) during the uninterrupted continuance of employment of such Employee and
- (c) in connection with his/her occupation and discovered during the Period of Insurance or within twenty four months thereafter or within twenty four months after the termination of such employment whichever shall happen first.

The Company shall not be liable to make any payment hereunder if the nature of the Business of the Insured shall be changed or the remuneration of any of the Employees reduced without the sanction of the Company or if the precautions and checks for securing accuracy of the accounts mentioned in the proposal, statement of fact, declaration and any other document provided by the Insured to the Company shall not be duly observed.

Any moneys in respect of any one of the Employees in respect of whom a claim is made in the hands of the Insured and any moneys which but for any act of fraud or dishonesty committed by such one of the Employees would have been due to that Employee from the Insured shall be deducted from the amount of the loss under this Section. The Insured and the Company shall share any other recovery (excluding any counter security taken by the Company) made by either on account of any loss in the proportions that the amount of the loss borne by each bears to the total amount of the loss.

## **Definitions**

### **The Employee**

Any Employee of the Insured in connection with the Business.

### **The Sum Insured**

As stated in the Schedule.

# Section 7 - Travel

## Definitions of words and expressions used throughout the following text

### **you/your:**

The Person(s) Insured named in the Schedule.

### **we/us/our:**

Aviva Insurance Ireland DAC.

### **period:**

The Operative Dates shown in the Schedule.

### **valuables: (Part 1)**

Jewellery, watches, furs, gold, silver articles, radios, personal stereos, binoculars, telescopes, audio, video, and photographic equipment.

### **personal money: (Part 1)**

Cash, currency notes, bank notes, current postage stamps, postal and money orders, national savings stamps and certificates, travel tickets, and travellers' cheques.

### **credit cards: (Part 1)**

Credit, charge, cheque, bankers, or cash dispenser cards.

### **bodily injury:(Parts 2, 3 and 4)**

Injury resulting directly from an accident caused by external violent and visible means.

### **hospital: (Parts 2 and 3)**

Public or private hospitals maintaining full time facilities for the care of resident patients under the direction of full time medical staff and fully qualified nurses, not being solely for the care of mental patients, drug addicts, the elderly, or nursing or convalescent homes.

### **illness: (Parts 2 and 3)**

An unhealthy condition of a body or mind necessitating the attendance of a full time medical practitioner.

### **loss of limb: (Part 4)**

Physical severance or permanent loss of use at or above the wrist or ankle.

### **loss of sight: (Part 4)**

Permanent and total loss of sight.

### **disablement: (Part 4)**

The inability due to bodily injury to engage in or attend to your usual business or occupation.

### **injury: (Part 5)**

Death, Bodily Injury, illness or disease.

### **public transport: (Part 6)**

Any Public Transport service provided by a duly licensed operator.

### **condition precedent: (General Condition 1)**

Terms and conditions which must be met by you before we will consider your claim.

**close relative:**

Husband, wife, son or daughter, parents, grandparents, brother or sister, parents-in-law, brothers and sisters-in-law.

If during the Period any aircraft or surface transport vehicle in which you are travelling as a passenger is delayed through no fault of yours, with the result that your journey is not completed before the expiry of the Period, then this insurance will automatically be extended without extra charge for as many additional days as may reasonably be necessary to complete your journey.

Unless otherwise stated and agreed, cover applies for a maximum of 31 days per trip, and a maximum of 90 days in total, in any Period.

**Part 1****Personal luggage and personal money (See corresponding exclusions)**

We will pay for

- 1 Loss of or damage by accident or misfortune to
  - (a) Your personal luggage (excluding valuables).
  - (b) Valuables up to an amount of €650 for each of you.
  - (c) Personal Money up to an amount of €330 for each of you.
  - (d) Credit cards up to an amount of €650 for each of you.
  - (e) Passport up to an amount of €390 for each of you.All while away from your usual residence.
  
- 2 Temporary loss or misplacement of your luggage for more than 24 hours, up to an amount of €130 for each of you. Any amount so paid will be deducted from the final claims settlement should the items prove to be lost permanently.

**Condition applicable to Part 1****Duty to take care:**

You must take proper and due care of your property including examination of your luggage on arrival at your destination. In the event of loss or damage, you must take all reasonable steps to safeguard and recover your property. Any loss or damage which occurred in transit must be reported to the Carriers, and any loss or theft to the Police, within 24 hours of discovery. In both instances a written report must be obtained.

**Exclusions applicable to Part 1**

We will not pay for

- 1 **(a), (b), (c), and (d)**
  - The first €30 of any claim in respect of each of you.
  - More than €260 for any single article of any kind.
  
- 1 **(a) and (b)**
  - Valuables while in transit and outside Your control, or left unattended, including theft from unattended vehicles.
  - Loss or damage caused by or arising from wear, tear, deterioration or depreciation, moth, vermin, atmospheric or climatic conditions, or any process of cleaning, dyeing, repair, or restoration.
  - Breakage of or damage to fragile or brittle articles, radio television or recording equipment, musical instruments, china or glass and any consequence thereof, unless caused by fire or accident to the conveyance in which your luggage is being carried.
  - Breakage of or damage to sports equipment while in use.
  - Contact lenses, bonds, coupons, stamps (other than current), negotiable instruments, title deeds, manuscripts, securities or documents of any kind.
  - Any property more specifically insured.
  
- 1 **(c) and (d)**
  - Money loss due to depreciation, errors or omissions.
  - Money or Credit cards left unattended away from Your personal accommodation, including losses from unattended vehicles, and whilst in transit outside your immediate control.
  - Loss of Credit cards unless You comply with the conditions of the issuing company.
  
- 1 **(e)**
  - Loss, if the loss has not been reported to the relevant Consular Authority within 24 hours of discovery.

## Part 2

### Medical and other expenses

We will pay you or your legal personal representatives, as a direct result of Bodily Injury, Illness or Death, for-

- 1 Reasonable medical, surgical, Hospital or nursing home or nursing, fees or charges abroad, EMERGENCY dental treatment (for the immediate relief of pain only) or emergency optical treatment, whilst abroad, and ambulance charges.
- 2 The reasonable additional cost of travel, accommodation, and similar charges (including repatriation) incurred by you or by any one Close Relative or friend who necessarily has to travel to, remain with, or escort you.
- 3 The necessary cost of funeral expenses abroad and the conveyance of your body or ashes to the Republic of Ireland.
- 4 Hospitalisation: If during the Period, you are admitted to a Hospital for more than 24 hours on the recommendation of a medical practitioner, We will pay a benefit of €30 per day up to the maximum amount of €650 while an in-patient. This is reduced to €10 per day if you are under 16 years of age.
- 5 Loss of all accommodation or transport charges and additional travel expenses paid or contracted to be paid and which are irrecoverable from any other source, because of unexpected curtailment (following commencement) of your holiday or journey (such amount to be reimbursed proportionately), and additional travel expenses incurred in returning you to the Republic of Ireland, or to enable you to continue your journey.

This cover extends to the consequence of bodily injury, illness, or death to your close friend, close business colleague, close relative, travelling companion, or fiancé(e).

The total amount payable under medical and other expenses is €1,000,000.

### Condition applicable to Part 2:

If at the time of any claim under this Section there is any other insurance or indemnity covering the same Event Insured or part thereof, we will not be liable for more than our rateable proportion.

### Exclusions applicable to Part 2

We will not pay for

- (a) the first €30 of each claim.

NOTE: this excess does not apply if the claim is reduced by the use of form E111.

- (b) Any person who receives medical treatment which, in the opinion of the attendant physician, could reasonably be deferred until that person returns to the Republic of Ireland.

## Part 3

### Cancellation charges

We will pay you or your legal personal representatives for loss of accommodation and transport charges paid or contracted to be paid, and which are irrecoverable from any other source resulting from cancellation, prior to commencement, of the holiday or journey as a direct and necessary result of

- 1 Your unemployment due to redundancy, after the date of issue of this Section, and qualifying for payment under current Redundancy Payment legislation.
- 2 Your bodily injury, illness, death, compulsory quarantine, witness summons, or jury service, or that of your close relative, travelling companion, or fiancé(e).
- 3 Hijack.

### Exclusions applicable to Part 3

We will not pay for

- Any circumstances known to you likely to cause cancellation, prior to the period.
- Financial circumstances, other than unemployment as defined.
- Default, financial or otherwise, of any transport or accommodation provider, or any person or Company operating as Your Agent.
- Loss arising directly or indirectly from depression, stress, or disinclination to travel, unless necessitating in-patient treatment in a hospital or nursing home.
- Loss arising directly or indirectly from adverse weather conditions.

## Part 4

### Personal accident

We will pay you or your legal personal representatives the following benefits, as a result of bodily injury-

Event resulting from	Benefit
<b>Bodily Injury</b>	
<b>A</b> Death	<b>A</b> €33,000
<b>B</b> Loss of sight in one or both eyes or loss of one or more limbs	<b>B</b> €33,000
<b>C</b> Permanent Total Disablement	<b>C</b> €33,000

All occurring within one year from date of such Bodily Injury.

<b>D</b> Total Disablement	<b>D</b> €130 (per week for each week of Disablement up to 100 weeks from the date of Bodily Injury). (temporary or permanent)
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### Exclusions applicable to Part 4

We will not pay for

Any person

- More than one of the Benefits A, B or C in respect of any one occurrence.
- Any amount in respect of Benefit D until the total has been agreed.
- Under 16 years of age any more than €1,300 in respect of Benefit A and no Benefit is payable in respect of Benefit D.

## Part 5

### Public Liability

We will indemnify you or your legal personal representatives in respect of any legal liability for

- 1 Damages and claimants' costs and expenses.
- 2 Any other costs and expenses incurred with our written consent.

In respect of

- (a) Injury to any person.
- (b) Loss or damage to property.

Incurred during the Period up to an amount of €1,300,000.

We will not be under any further liability in respect of that Event Insured except for the payment of prior approved costs and expenses.

### Exclusions applicable to Part 5

Any legal liability

- To you, any member of your family or household, or your employees.
- For any property owned, used, or in the possession of you, your family or household, or your employees.
- For which indemnity is provided under any other insurance.

Any legal liability arising from

- The ownership possession or use of any motor cycle, motor vehicle, horse drawn vehicle, aircraft or aerial device, hovercraft or mechanically propelled watercraft (other than hand-propelled boat, sailing dinghy, surf board or sail board, in territorial waters) or firearms.
- Deliberate acts or omissions.
- The ownership, occupation, or use of any land or buildings by you or on your behalf.
- Assumed or imposed by any agreement unless such liability otherwise would have applied.
- The ownership, possession or use of dangerous dogs as specified in regulations made under the CONTROL OF DOGS ACT 1986 or amendments thereto if such possession or use is not in accordance with the provisions of such Regulations.
- The misuse or abuse of any solvent or drug (unless prescribed by a medical practitioner), but not for the treatment of drug addiction.

## Part 6

### Outward delay/Missed departure/Abandonment

Where strike industrial action, adverse weather, or mechanical breakdown in Public Transport results in delay or abandonment of your outward journey, we will pay

- 1 If you arrive at your departure point too late to join the booked journey, the additional cost of accommodation and travel expenses necessary to reach your destination, up to a maximum amount of €520 for each of you.

OR

- 2 An amount of €35 for each of you in respect of every complete 12 hour period of delay in scheduled departure time, up to a total amount of €100 for each of you.

OR

- 3 For loss of accommodation and transport charges paid or contracted to be paid, and which are irrecoverable from any other source, consequent on abandonment of the journey by you, but not exceeding a total amount of €3,900.

Subject to a minimum delay of 24 hours from the scheduled departure time.

### Condition applicable to Part 6

You must have checked in according to the itinerary given to you by the Tour Operator or Carrier, and obtained written confirmation from them or their Handling Agents of the cause of the delay from the scheduled departure time, and the actual period of the delay.

### Exclusions applicable to Part 6

We will not pay

- For any claim resulting from strike or industrial action which commenced (or for which an officially stated intent had been given) on or prior to the date of issue of this Section.
- For any claim resulting from strike or industrial action which does not result in delay in departure of your flight or sailing.
- If you fail to check in, in accordance with the terms of the itinerary supplied unless such failure was itself due to an Event Insured.
- If service is withdrawn temporarily or permanently by Air Traffic Controllers, Harbourmasters, Rail Authorities, or other land, sea or air authorities.

## Part 7

### Legal Expenses

We will pay your legal costs and expenses incurred in the pursuit of compensation and/or damages arising from or out of your personal injury or death during the period.

### Condition applying to Part 7

We shall have total and complete control over all negotiations, legal proceedings and the appointment and control of a solicitor.

### Exclusions applicable to Part 7

We will not pay for any costs incurred:

- In pursuit of any claim against a Travel Agent, Tour Operator, Carrier, or Us,
- In pursuit of a claim against any person with whom you had arranged to travel.
- Claim reported more than 180 days after the commencement of the incident giving rise to the claim. Any claim where, in our opinion, there is insufficient prospect of success in obtaining a reasonable financial benefit.
- Legal expenses incurred prior to the granting of support by us, or without our written consent.

## Part 8 – Additional cover

### Business Use

Any exclusion relating to " business use " does not apply provided this use is of a non-manual nature. The total sum insured under Sub-Section 1(a) is increased to €3,900, and the single article limit in respect of "personal business equipment" ONLY is increased to €2,600.\*

\*such as, (but not exclusively), laptop computers, portable fax machines.

### Optional Covers

NB The covers outlined below in this section are only applicable where the relevant premium(s) has been paid and the endorsements are noted in the schedule.

## **PY1 Winter Sports**

We will pay for

- 1 UNUSED SKIPACK up to €330: Proportional return of the irrecoverable pre-booked cost of the lift pass, ski school, or equipment hire following your injury or illness which injury or illness prevents you from participating in skiing activities for the period medically certified.
- 2 SKI HIRE up to €330: The additional hire charges incurred by you following the loss or damage (including misdirection by the carrier resulting in delay of the arrival at the resort of at least 24 hours), of your own ski equipment as defined. You must report this non arrival to the carrier immediately and obtain a written report.
- 3 PISTE CLOSURE up to €460: In the event that, due to lack of snow in the pre-booked resort, there is total closure of the lift system and it is not possible to ski for a period in excess of 12 hours. We will either pay you an amount not exceeding €45 per day to enable you to travel to another resort, or pay you a benefit of €45 per day where no alternative resort is available. A written report must be obtained from the resort officials in confirmation of these events.

## **Exclusions**

Winter Sports do not apply in General Exclusion 4(b).

However, we will not pay for you when you are engaged in or practising for ski racing in major events, ski jumping or the use of bobsleighs or skeletons.

## **PY2 Golfing**

The total sum insured under Sub-Section 1 (a) is increased to €3,300, and the single article limit for "golfing equipment" ONLY is increased to €1,630. The exclusion relating to breakage of or damage to sports equipment while in use" does not apply.

Under Sub-Section 5 the exclusion relating to "motor vehicles" does not apply to motorised golf caddies used other than in circumstances where compulsory insurance or security is required by any Road Traffic Legislation.

Return of Fees: We will pay up to €460 where, due to circumstances beyond your control, the golf course is inoperable. Confirmation of this fact together with the amount paid must be obtained from the course officials, and is subject to a refund being unobtainable from any other source.

## **General Conditions - Applicable to all Section 7 – Travel Insurance**

### **1 Keeping to policy terms**

It is a Condition Precedent to our obligation to make any payment under this Section that

- (a) You produce this Section and Schedule as evidence when making a claim.

and

- (b) We will not be liable for the same Event Insured under more than one Travel Policy issued and relating to the same Period, for each of you.

### **2 Claims**

You must

- (c) As soon as possible after sustaining any injury or contracting any illness, place yourself in the care of a duly qualified medical practitioner.
- (d) Submit to any medical examination made on our behalf and, in the event of your death, We will be entitled to make a post-mortem examination at our own expense.

and

We may request any medical certificate from, and have access to, your attendant physician.

### **3 Non-Assignment**

No assignee shall be entitled to any payment under this Section.

## **General Exclusions – Applicable to all Section 7 – Travel Insurance**

We will not be liable in respect of or arising from

### **1 All Parts:**

- (a) Any amount exceeding the sum insured for each PART shown in the Schedule for each of you.
- (b) Any person travelling contrary to medical advice, having received a terminal prognosis, or for the purpose of obtaining or continuing medical treatment.
- (c) Any event occurring in the Republic of Ireland.
- (d) Your children over 18 years of age and/or not in full time education at the commencement date of the period of insurance or renewal date.



## 2 Parts 1, 2, 3, 4 and 5:

Strike, riot, lock out, civil commotion, confiscation, detention, or the Rule of law.

## 3 Parts 2, 3, 4 and 5:

HIV (human immunodeficiency virus) and/or any HIV related illness including AIDS (acquired immune deficiency syndrome) however caused, and/or any mutant derivatives, variations, or treatment thereof however caused.

## 4 Parts 2,3 and 4:

(a) Bodily Injury, Illness, or Death due to

- Pregnancy or childbirth where you are expected to give birth within eight weeks of your scheduled/intended date of return to your home in the Republic of Ireland.
- Suicide, attempted suicide, or self injury.
- The misuse or abuse of any solvent or drug (unless prescribed by a medical practitioner), but not for the treatment of drug addiction.
- Prolonged or aggravated by any pre-existing physical defect illness, or infirmity.

(b) You, when you are

- Affected (temporarily or otherwise) by alcohol.

Engaging in or practising for

- Manual work in connection with a business, trade or profession.
- Winter sports (other than for 14 days in any one Period), ice hockey, mountaineering, rock climbing, pot-holing, caving, parachuting, polo, showjumping, or hunting.
- Professional sport of any kind. Boxing or martial arts.
- Deep sea or aqualung diving, yachting or boating outside territorial waters, or other water pursuits of a hazardous nature (such as, but not exclusively, water skiing, or para-gliding).
- Racing of any kind other than on foot, football, or hurling.
- Motor cycling either as a driver or passenger on any motor cycle where the engine capacity exceeds 50cc.

## Parts 2, 3 and 4:

Any person flying in or on any aerial device (such as, but not exclusively, single seater aircraft, gliders or hang gliders) other than as a passenger in a fully licensed passenger carrying aircraft, and not as a member of the crew.

## Intana Global

### Emergency Service

You can call upon the facilities of Intana Global Limited.

**Repatriation of Patients** If, in the opinion of Intana Global's Medical Adviser, it would be preferable to repatriate a patient to the Republic of Ireland, the transfer will be undertaken by regular airline services.

However, if a patient's condition warrants urgent treatment, Intana Global will utilise an air or road ambulance subject to consultations between the doctor in attendance and the Intana Global Medical Advisers.

Remember that in the case of patients requiring repatriation, the attending doctor must provide a certificate confirming that the patient is fit to travel since without this the airline company operators reserve the right to refuse to carry any sick or injured person.

**Confirmation of Payment** Hospitals or doctors abroad will be contacted and their appropriate fees guaranteed thus eliminating the necessity for the patient to make payments out of own funds.

Expenses incurred by providing the above facilities will be met up to the limits specified in this policy. The operation and availability of the Service will be governed by the same general terms, conditions and exclusions that appear in this Section.

The constantly manned emergency service headquarters can be contacted at any time day or night. You will be answered by an experienced assistance co-ordinator to whom You should give all relevant information. Please ensure you have details of your Policy before you telephone.

**Claims relating to minor illnesses or accidents should be paid by you and reclaimed from us within 14 days of returning from your trip.**

**What to do**

In case of a serious medical emergency notify Intana Global as quickly as possible of any serious illness or accident involving you while abroad where immediate emergency treatment is required.

Intana Global Limited (Company Number 04241693, Registered Address Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU).

Contact details:

**0044 1 444 442443**

Fax:

**0044 1 444 410164**

E Mail:

**medicalops@intana-assist.com**

# Section 8 - Personal accident

## Cover

The Company agrees that if during any Period of Insurance the Event shall happen to any Person-insured and such Person-insured shall within two years of the happening of such Event suffer any of the Results the Company will subject to the terms of this Section pay to the Insured the Compensation specified in the Schedule for such Result.

## Definitions

### 1 Event

Accidental bodily injury which shall independently of any other cause be the sole cause of any of the Results

### 2 Results

- (a) Death
- (b) Total and permanent loss of all sight in one or both eyes
- (c) Total loss by physical severance or total and permanent loss of use of one or both hands or feet
- (d) Permanent total disablement from usual occupation
- (e) Temporary total disablement from usual occupation
- (f) Temporary partial disablement from attending to a substantial and essential part of usual occupation
- (g) Incurred medical expenses.

### 3 Earnings (if applicable)

The greater of

- (a) The total remuneration paid by the Insured to the Person –insured during the twelve months immediately preceding the happening of the Event or
- (b) The annual rate of the basic guaranteed wage or salary at the time of the happening of the Event

## Compensation limits

Compensation for

- 1 Results (e) and (f) shall be payable for a period not exceeding 104 weeks from the commencement of the first Result to occur
- 2 Result (f) shall be 25% of the weekly Compensation payable for Result (e) unless otherwise specified in the Schedule as applying to Result (f)
- 3 Result (g) shall be reimbursed up to €35 per €1,250 of the Compensation paid for any of Result (a) to (d) or 20% of the total weekly Compensation paid whichever is the greater subject to a maximum sum of €650
- 4 Either or both of Results (e) and (f) shall be payable when the total amount has been agreed or at the request of the Insured at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of the Event by the Company.

## Compensation shall not be payable for

- More than one of the Results (a) to (d) in respect of any one Person-insured and when payable for one of those Results shall not be payable for either or both Results (e) and (f) caused by the same Event or any of the Results caused by any subsequent event
- Both of Results (e) and (f) in respect of the same period of time.

## Exceptions

This insurance shall not apply to any Event or Result consequent upon

- 1 Suicide or attempt thereat.
- 2 The Person-Insured engaging in air travel except as a passenger in a fully licensed passenger carrying aircraft.
- 3 The Person-Insured engaging in or practising for
  - (a) winter sports
  - (b) mountaineering
  - (c) hunting
  - (d) parachuting or hang gliding
  - (e) racing on horseback or wheels
- 4 The Person-Insured suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause.
- 5 Human Immunodeficiency Virus (HIV) and/or any related illness including Acquired Immune Deficiency Syndrome (AIDS) however caused and/or mutant derivatives variations or treatment thereat however caused.

**Limit of liability**

The liability of the Company in respect of one or more Persons-Insured for all Compensation payable in respect of or arising out of any one occurrence or all occurrence's of a series consequent upon one original cause shall not exceed the sum specified in the Schedule as the Limit of Liability.

**Special clauses****1 Disappearance**

Death shall be presumed to have been suffered by the Person-Insured if the Person-Insured disappears and is missing for ninety consecutive days and the Insured produces to the Company sufficient evidence that leads the Company inevitably to the conclusion that an Event has happened to such Person-Insured and caused such disappearance provided that if the Person-Insured is found to be living after Compensation has been paid by the Company then such Compensation shall be refunded to the Company.

**2 Exposure**

If the Person-insured shall suffer any of the Results caused by exposure to the elements such Result shall be deemed to have been caused by an Event.

**Conditions****1 Non assignment**

The Company shall not be concerned with or affected by any notice or trust charge or assignment relating to this Section and the receipt of the Insured shall in all cases completely discharge the Company.

# Section 11 - Directors and Officers Liability

This Section has onerous notification requirements at each renewal - refer Condition 1 - Claims notification.  
(Also refer to the General conditions and exclusions at the front of the policy booklet).

## Definitions

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section or any endorsement to the Section unless an alternative definition is stated to apply.

## Bodily Injury

Any injury, death, illness, sickness, psychological injury, emotional distress or nervous shock.

## Claim

Any

- (1) demand whether oral or in writing, for damages or compensation.
- (2) notice of
  - (a) Criminal Proceedings including those for corporate killing or manslaughter.
  - (b) Disqualification Proceedings.
  - (c) Regulatory Proceedings.
  - (d) other civil or arbitration proceedings.

## Computer System

Any

- (1) computer, data processing equipment, media or part thereof.
- (2) system of data storage and retrieval, or communications system, network, protocol part thereof.
- (3) storage device, microchip integrated circuit, real time clock system or similar device.
- (4) computer software (including but not restricted to application software, operating systems, runtime environments or compilers), firmware or microcode.
- (5) electronic documents utilised in the ownership, security and management of Your electronic communication system, world-wide web site, internet site, intranet site, extranet site, or web address.

## Criminal Proceedings

A prosecution brought before any criminal court in the Republic of Ireland against any Insured Person in their capacity as a director or officer of The Organisation.

## Defence Costs

The cost and expenses incurred by an Insured Person or The Organisation in the investigation, defence or settlement of any Claim in so far as those costs and expenses have been incurred with Our written consent.

If these costs and expenses are incurred by

- (a) the Insured Person they will be inclusive of VAT.
- (b) The Organisation they will be exclusive of VAT.

Defence Costs shall not include The Organisation's management costs or any overtime, wages, salaries, or fees of any Insured Person or any of The Organisation's employees.

## Disqualification Proceedings

Proceedings commenced by pre-action protocol letter, summons, application or claim form against any Insured Person in their capacity as a director, officer or trustee of The organization named in the Schedule, under the Companies Act 2014.

## **Documents**

Any

- (1) project models or displays
- (2) deeds, wills or agreements
- (3) maps, plans, records, photographs, negatives, calculations or drawings
- (4) written or printed books, letters, certificates, documents or forms of any nature whatsoever
- (5) computer software, files, documents and systems records

which are the property of or under the custody or control of The Organisation

This definition shall not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.

## **Excess**

That first part of each and every payment in relation to a Claim or Loss which is payable by The Organisation, or any Insured Person, rather than Us. The amount of the Excess is €1,000.

The Excess shall only apply once where a series of Claims or Loss settlements arise from one source or originating cause.

We shall repay The Organisation or the Insured Person, as appropriate, the Excess if no damages or compensation are paid in a civil claim or no sanctions or penalties are imposed in any legal proceedings.

## **Insured Person**

Any natural person who is or has been or who may become, during the Period of Insurance, a director officer or trustee of The Organisation.

This definition shall not include any shadow director (as defined in the Companies Act 2014 or any subsequent amendment or re-enactment) of The Organisation.

## **Limit of Indemnity**

The maximum amount, stated in the Schedule, which We will pay in respect of any one Claim (including claimant's costs and expenses and Defence Costs) and in total for all Claims first made during any one Period of Insurance.

But note that a series of Claims arising directly or indirectly from one source or originating cause shall be treated for all purposes as a single Claim.

## **Loss**

Sums which any Insured Person is legally liable to pay in respect of any

- (1) damages, compensation or other settlements.
- (2) claimants' costs and expenses.
- (3) Defence Costs.

## **Outside Entity**

Any company or non-profit organisation which is in some way connected with the Organization named in the Schedule, but that is not included under the definition of The Organisation/the Insured or Insured Person.

## **Outside Entity Director**

Any Insured Person who was, is or may become at The Organisation's specific request, or with their approval, a director, officer, trustee, governor or similar position of an Outside Entity.

## **Period of Insurance**

From the effective date of this Section until the expiry date stated in The Schedule.

## **Pollution**

Any contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.

**Proposal**

Any signed proposal form, renewal declaration, statement of fact and any additional information supplied by The Organisation named in the Schedule or on their behalf.

**Regulatory Proceedings**

Investigation or enforcement proceedings commenced by official notice brought by a regulator empowered under statute against any Insured Person in their capacity as a director officer or trustee of The Organisation.

**Subsidiary**

Any entity in which The Organisation named in the Schedule

- (1) holds more than 50% of the voting rights.
- (2) holds more than 50% of the issued share capital.
- (3) has the right to appoint or remove a majority of the board of directors.

**Terrorism**

Any act but not limited to

- (a) the use or threat of force or violence or
  - (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear or chemical or biological or radiological means
- caused or occasioned by any person or group(s) of persons, or so claimed, in whole or in part for political, religious, ideological or similar purposes.

**The Organisation/The Insured**

The Company, Association, Entity or Charity and any of its Subsidiaries named in The Schedule.

**We/Us/Our**

Aviva Insurance Ireland DAC

**Wrongful Act**

Any actual or alleged

- (1) breach of duty including fiduciary or statutory duty
- (2) negligent act, error or omission
- (3) defamation
- (4) breach of warranty of authority
- (5) misstatement or misleading statement
- (6) wrongful trading
- (7) other wrongful act

committed by an Insured Person in their capacity as a director officer or trustee of the Organisation.

**Cover****(1) Directors and Officers Liability**

We will indemnify any Insured Person for Loss arising from a Claim as the result of a Wrongful Act.

Provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable by the Insured Person from The Organisation named in the Schedule in which case Cover (2) Company Reimbursement below will apply.

## **(2) Company Reimbursement**

In the event that The Organisation is required or permitted to indemnify a Insured Person, We will pay on behalf of The Organisation for Loss arising from a Claim as the result of a Wrongful Act.

Provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable by The organization named in the Schedule from any other source.

## **(3) Heirs, Spouses or Legal Representatives**

In the event of an Insured Persons death, incapacity, insolvency or bankruptcy We will indemnify their lawful heirs, marital spouse, estate or legal representatives in respect of any legal liability by reason of their lawful status for Loss arising from a Claim as the result of a Wrongful Act.

## **(4) Insured vs Insured**

In the event of action or proceedings being brought by or on behalf of

- (a) an Insured Person
- (b) the Organization

in respect of a Claim arising from a Wrongful Act.

We will provide indemnity for Loss arising from any

- (i) Claim brought by any retired director of The Organisation.
- (ii) Claim brought by an administrator, liquidator or receiver appointed to deal with the insolvency of The Organisation.

## **(5) Bodily Injury Defence Costs**

We will pay Defence Costs arising from any Bodily Injury as the result of a Wrongful Act.

Our total liability in respect of such Defence Costs, during any one Period of Insurance, shall not exceed €100,000

We will not provide any other indemnity under this Section in respect of any Claim arising directly or indirectly from Bodily Injury other than those Defence Costs indemnified above.

## **(6) Pollution Defence Costs**

We will pay Defence Costs arising from any Pollution as the result of a Wrongful Act.

Our total liability in respect of such Defence Costs, during any one Period of Insurance, shall not exceed €100,000.

We will not provide any other indemnity under this Section in respect of any Claim arising directly or indirectly from Pollution other than those Defence Costs indemnified above.

## **(7) Representation Costs**

We will pay on behalf of The Organisation or any Insured Person any reasonable costs and expenses incurred by them for representation at properly constituted hearings, tribunals or proceedings

Provided that

- (a) such costs and expenses are incurred with Our prior written consent.
- (b) the subject of the hearing, tribunal or proceeding may become a Claim under this Section.

Our total liability under this Cover shall not exceed €15,000 in all in any one Period of Insurance.

**Our total liability under this Section shall not exceed the Limit of Indemnity.**

We shall not be liable for the Excess or any lesser amount for which a Claim may be settled.

## **Exceptions**

The following exceptions apply to this Section.

(Also refer to the General exclusions – all Sections at the beginning of this booklet).

We will not provide indemnity in respect of any Claim

- (1) made against an Insured Person arising from a Wrongful Act committed prior to the Retroactive Date which is deemed to be 12 months prior to the most recent inception date of this Section.
- (2) arising from proceedings brought against an Insured Person or The Organisation and which have been issued prior to, or which are pending at, the Prior and Pending Litigation Date which is deemed to be the most recent inception date of this Section.
- (3) or circumstance that might give rise to a Claim which
  - (a) have been notified to and accepted under any other insurance attaching prior to the most recent inception of this Section



- (b) an Insured Person or The Organisation should after reasonable enquiry have been aware of prior to the most recent inception of this Section.
- (4) arising from a Wrongful Act by an Outside Entity Director.
  - (5) arising from any Wrongful Act committed by the lawful heirs, marital spouse, estate or legal representatives of an Insured Person.
  - (6) arising directly or indirectly from or in consequence of
    - (a) any dishonest, fraudulent act or omission by any Insured Person if a court judgement or other final adjudication establishes such dishonest, fraudulent act or omission.
    - (b) any Insured Person having gained any personal profit, remuneration or advantage to which they were not legally entitled.
  - (7) from any action or proceedings brought by or on behalf of an Insured Person or The Organisation other than specifically indemnified under Cover (4) Insured vs Insured.
  - (8) from an action brought by or on behalf of any past or present shareholder who had or has indirect ownership of or control of over 15% or more of the voting shares or rights of The Organisation.
  - (9) (a) from the provision of, or failure to provide, professional services or professional advice.  
(b) a breach of any contract for the provision of professional services or professional advice.
  - (10) arising directly or indirectly from any fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court.
  - (11) directly or indirectly arising out of any
    - (a) pension or superannuation scheme
    - (b) health and welfare plan
    - (c) share option scheme or plan
    - (d) other employee benefit programme
 established or maintained for the benefit of The Organisation or The Organisation's employees.
  - (12) arising directly or indirectly from or caused by any failure to effect or maintain any insurance policy for The Organisation.
  - (13) arising directly or indirectly from any Bodily Injury other than Defence Costs indemnified under Cover (5) Bodily Injury Defence Costs.
  - (14) arising directly or indirectly from or caused by Pollution other than Defence Costs indemnified under Cover (6) Pollution Defence Costs.
  - (15) arising directly or indirectly from or caused by damage to property.
  - (16) arising directly or indirectly from a Subsidiary established or acquired during the Period of Insurance unless We give our prior written consent to indemnity and the name of the Subsidiary is stated on The Schedule.
  - (17) arising directly or indirectly from or in consequence of Loss of Documents including bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.
  - (18) arising directly or indirectly from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or not.
  - (19) for any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - (20) or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
    - (a) war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, a military uprising or usurped power
    - (b) Terrorism
    - (c) any action taken in controlling preventing suppressing or in any way relating to (a) or (b) above.
- In any action, suit or other proceedings, where We allege that by reason of this definition any consequence whatsoever resulting directly or indirectly from or in connection with (a) or (b) above regardless of any other contributory cause or event is not covered by this Section (or is covered only up to a specified limit of liability), the burden of proving that any consequence whatsoever resulting directly or indirectly from or in connection with (a) or (b) above regardless of any other contributory cause or event is covered (or is covered beyond that limit of liability) shall be upon The Organisation.
- (21) of whatsoever nature arising directly or indirectly from or caused by the failure or inability or any alleged failure or inability of any Computer System, whether the property of The Organisation or not, at anytime to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date, including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (a) recognising using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time.
  - (b) the operation of any command or logic which has been programmed or incorporated into any Computer System.
- (22) instituted or pursued
- (a) in the United States of America, its territories or possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise).
  - (b) in which it is contended that the laws of the United States of America, its territories or possessions or Canada should or do apply.
  - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories or possessions or Canada.
- (23) arising directly or indirectly out of any alleged or actual
- (1)
- (a) discrimination including harassment of an employee
  - (b) wrongful or unfair dismissal, discharge or termination of employment
  - (c) breach of any written employment contract
  - (d) wrongful failure to promote
  - (e) wrongful demotion
  - (f) wrongful deprivation of career opportunity
  - (g) negligent evaluation
  - (h) failure to furnish accurate job references
  - (i) employment related defamation
  - (j) employment related invasion of privacy
  - (k) employment related misrepresentation
- (2) breach of any obligation which has been transferred to The Organisation by virtue of the European Communities (Protection of Employees Rights on Transfer of Undertakings Regulations) 2003
- (24) where the Organisation or Insured Person is entitled to indemnity under any other section of this Policy whether or not that other section is in force

## Conditions

The following conditions apply to this Section.

(Also refer to the General conditions – all Sections at the beginning of this booklet).

## Claims Conditions

If in relation to any Claim, The Organisation fails to fulfil or observe the requirements imposed upon it by (1), (2) or (3) The Organisation or any Insured Person will lose their right to indemnity or payment for that Claim.

### (1) Claims Notification

If during the Period of Insurance, regardless of any Excess, The Organisation or any Insured Person

- (a) receive any Claim, The Organisation shall give written notice to Us as soon as practicable
- (b) become aware of any circumstance that might give rise to a Claim, The Organisation shall give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by Us.
- (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any Insured Persons, whether giving rise to a Claim or not, The Organisation shall give written notice to Us of such discovery as soon as practicable.

Provided always that any such written notice under any part of this Condition (1) is received by Us during the Period of Insurance.

Any written notice should be sent to:

Your Insurance Broker or Aviva.

Remember to quote your policy number in any correspondence.

## **(2) Admission of Liability**

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, The Organisation or any Insured Person must not admit liability for or settle any Claim, or incur any related costs or expenses, without Our written consent.

## **(3) Claims Control and Subrogation**

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We will be entitled, at Our own expense at any time, to take over and conduct in the name of an Insured Person the defence or settlement of any such Claim or circumstance.

We shall not settle any Claim without the consent of the Insured Persons. If however the Insured Persons shall refuse to consent to any settlement recommended by Us, then Our liability for such Claim (including Defence Costs) shall not exceed the amount for which the Claim could have been settled inclusive of Defence Costs, incurred with their consent up to the date of such refusal and then only up to the Limit of Indemnity stated in The Schedule.

If We do take over and conduct the defence or settlement of any such Claim, The Organisation or any Insured Person shall give Us all such information and assistance as We may reasonably require and that is in The Organisation's or any Insured Persons power to provide.

Without prejudice to the generality of the above, Your duty to assist Us includes

- (a) providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued.
- (b) allowing Us to present the best possible defence of a Claim within the time constraints available.
- (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a loss.
- (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.

We retain all rights of recovery available to The Organisation or any Insured Person in respect of any payment which may be made under this Section.

## **General Conditions**

### **Allocation**

We will do all that is reasonably required to determine a fair and equitable allocation between any Loss which is indemnified and any other losses or costs which are not indemnified under this Section taking into account the relative legal liability of each party involved.

If We cannot agree on a fair and equitable allocation with The Organisation or the Insured Person, then the issue will be referred to a senior barrister (to be mutually agreed upon by the Insured Person, The Organisation and Us) for arbitration whose decision shall be binding on all parties.

### **Authorisation**

The Organisation shall act on behalf of any Insured Person or any other persons who may be entitled to indemnity under this Section in respect of

- (1) the notification of any Claims in accordance with this Section's Claims Conditions (1), (2) and (3).
- (2) the payment of premiums or the receiving of any return premiums that may become due under this Section.
- (3) the negotiation, agreement to an acceptance of renewal terms, and endorsements applying to this Section.

### **Change of Control**

If

- (a) an offer is made, and declared or made unconditional, for the whole, or a controlling interest in the issued share capital of The Organisation or
- (b) there is a change in ownership of the controlling interest of the share capital of The Organisation

We will only provide indemnity in respect of any Wrongful Act committed prior to the date such offer was declared or made unconditional or the change of ownership became effective.

### **Jurisdiction**

This Section is subject to the relevant law of the Republic of Ireland applicable to The Organisation's main address as stated in The Schedule.

In the event of any dispute, the law of the Republic of Ireland will have exclusive jurisdiction for hearing and determining any litigation arising out of or in connection of this Section.

### **Liquidation**

In the event of The Organisation's liquidation, the Section shall remain in force until the expiry date of the Period of Insurance unless cancellation is requested by all of The Organisation's directors. We will continue to provide indemnity but only in respect of any Claim as the result of a Wrongful

Act prior to the date of liquidation.

The date of liquidation will be deemed to be the date on which

- (1) a resolution for voluntary liquidation is passed by The Organisation or
- (2) a petition for compulsory liquidation is presented to the relevant authority.

#### **Other Insurances**

If any Insured Person is, or would be but for the existence of this Section, entitled to indemnity under any other Insurance in respect of any Claim or Loss, We shall not be liable for any Loss or Defence Costs except in respect of any amount in excess of that which would have been payable under such insurance had this Section not been affected.

#### **Prospect of Success**

We shall not be required to contest or continue to contest any Claim or legal proceedings if at any stage a senior barrister (to be mutually agreed upon by The Insured Persons and Us) shall advise that such action does not have a reasonable prospect of success.

#### **Public or Private Offering**

If The Organisation makes a Public or Private Offering during the Period of Insurance, no indemnity will be provided under this Section for any Claims arising directly or indirectly from such Offering until The Organisation has provided written notice to Us, including any information reasonably required, and We give Our consent and state such on The Schedule.

We reserve Our rights to amend the terms and conditions of this Section in respect of such Offering.

#### **Severability**

For the purposes of determining indemnity under this Section, no knowledge possessed or any statement made in any Proposal by any single Insured Person shall be imputed to any other Insured Person.









*For our joint protection, we may record and  
monitor phone calls.*

**Aviva Insurance Ireland DAC**

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.

A private company limited by shares.

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