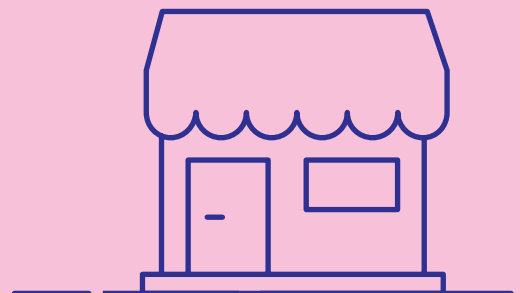


**ROI Customers**  
March 2023

# Shop Insurance Policy



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# Useful phone numbers

## Claims

If **you** want to make a claim, please phone this number day or night.

**(01) 858 3233**

## Legal and tax advice

**Our** confidential legal and tax advice line.  
Please quote AXA Commercial when **you** call.

**(01) 865 8807**

## Emergency Helpline

**Our** 24 hour emergency helpline.  
Please quote AXA Commercial when **you** call. **We** will provide details of reputable contractors who will be able to help if connected to a potential claim.

**0818 253 347**

# Welcome to AXA

## Thank you for choosing AXA

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

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

## Your policy

**Your policy** is a contract of insurance between **you** and **us** and **you** have a duty to respond to all questions posed by **us** with complete honesty and with reasonable care.

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

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

**Your policy** is divided into a number of sections. Where a section does not apply, **your** schedule will state that it is 'not covered'.

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print.

Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the **policy** conditions, general policy exclusions and the section conditions at all times.

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

# Making a claim

## All sections other than the legal expenses section

If **you** need to make a claim please first check **your policy** to make sure that **you** are covered. **You** must then follow the Claims notification condition and Claims procedures condition under **Policy** conditions on page 10.

## Legal expenses section only

For legal expenses claims please refer to the Legal expenses section of **your policy**.

Please contact **us** or **your** insurance broker who will help **you** to deal with **your** claim quickly and fairly.

# Your policy wording

This document and any endorsements that are included in it sets out **your** and **our** rights and responsibilities.

The insurer **your** contract is with is AXA Insurance dac which is established in the Republic of Ireland.

Both **you** and **we** can choose the law within the European Union which will apply to the contract. **We** propose that Irish law will apply

The cover **you** have bought has many benefits to give **you** peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are shown in this document.

Please read **your policy** carefully and keep it in a safe place.

**Your policy** includes:

- ▶ the **policy** wording in this booklet;
- ▶ the schedule that has **your** details and the cover that applies; and
- ▶ any endorsement which applies.

Unless a section or part of this **policy** shows the countries to which it applies, the cover provided by this **policy** applies only to death, injury, loss or damage happening in Ireland or the UK or in transit by sea between any ports therein.

As long as **you** have paid or agreed to pay the premium, **we** will cover death, injury, loss or damage that happens during the **period of insurance** as described in the following pages for the sections **you** have chosen.

On behalf of AXA Insurance dac



**Marguerite Brosnan**

Chief Executive

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

# Meanings of defined terms

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

## Alarmed premises

The **premises** or those portions of the **premises** protected by the **intruder alarm system**.

## Business

**Business** shown in **your** schedule.

## Excess

First amount of a claim or claims for which **you** are responsible.

## Intruder alarm system

The component parts including the means of communication used to transmit signals to the alarm-receiving centre.

## Key holder

**You** or any person or key holding company authorised by **you** who is available at all times to accept notification of faults to or alarm signals from the **intruder alarm system** and who will attend and allow access to the **premises**.

## Period of insurance

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

## Policy

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

## Policy territories

Republic of Ireland, Great Britain, Northern Ireland, The Isle of Man or Channel Islands.

## Premises

**Premises** at the property address(es) shown in **your** schedule occupied by **you** for the purpose of the **business**.

## Responsible person

**You** or any adult authorised by **you** who will be responsible for the security of the **premises**.

## We / us / our

AXA Insurance dac.

## You / your / yourself

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

# Policy conditions

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

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

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

There are additional conditions under each section of cover.

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

## Alarm condition

This condition applies to each of **your premises** where **your** schedule shows that intruder alarm protection is required.

**We** will not cover **you** for loss or damage following entry or attempted entry into or exit from the **premises** by forcible and violent means unless the following conditions are complied with.

1. **Your premises** are protected by an **Intruder Alarm System** designed installed and maintained to Standard EN50131.
2. the intruder alarm installation and maintenance company must be both:
  - i a member of a registered private security authority (PSA), and
  - ii accredited and operate a Quality Management System in accordance with EN ISO 9000.

3. The **Intruder Alarm System** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance as per the requirements of EN 50131 with the installing company or such other company as agreed with **us**.

Where remote alarm signalling is required the signal transmission must be transmitted to an Alarm Receiving Centre fully compliant with IS 228 and operated by a company accredited and operating to a Quality Management System in accordance with EN ISO 9000.

4. No alteration to or substitution of
  - i any part of the **Intruder Alarm System**
  - ii the maintenance contract
  - iii the structure of the **Premises** or changes to the layout of the **Premises** which would affect the effectiveness of the **Intruder Alarm System**
  - iv the procedures agreed with **us** for An Garda Siochana or any other response to any activation of the **Intruder Alarm System**

be made without the written agreement from **us**.

5. The **Alarmed Premises** shall not be left unattended without agreement from **us**
  - i unless the **Intruder Alarm System** is set in its entirety with the means of communication used to transmit signals ( including both alarm transmission systems for dual signalling systems ) in full operation
  - ii if An Garda Siochana have withdrawn their response to alarm activations.
6. **You** must maintain secrecy of codes for the operation of the **Intruder Alarm System** and detail of such codes and all keys to the **Intruder Alarm System** shall be removed from **your premises** when the **Premises** are left unattended.
7. **You** will appoint at least two **key holders** and give written details (which must be kept up to date) to the alarm company and either



## Policy conditions *continued*

An Garda Siochana or the alarm receiving centre.

8. If **you** are notified of any activation of the **intruder alarm system** or interruption of means of communication, including one or both alarm transmission systems for dual signalling systems, when the **intruder alarm system** is set a **key holder** must attend the **premises** as soon as reasonably possible.

When the **key holder** attends and the alarm cannot be reset **you** must make arrangements for the **premises** to be attended by at least one **responsible person** until the **intruder alarm system** is fully operational.

9. If **you** receive any notification
  - a. that An Garda Siochana attendance in response to alarm signals or calls from the **intruder alarm system** may be withdrawn, or the level of response reduced or delayed
  - b. that the **intruder alarm system** cannot be returned to or maintained in full working order.

**You** will tell **us** as soon as possible on the next working day and **you** must comply with any requirements that **we** ask for.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for damage by theft or attempted theft.

### Business Failure condition

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

### Arbitration condition

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

- 1 the interpretation or application of any provision of the contract of insurance
- 2 **our** liability under the contract of insurance to make a payment in respect of a claim made by **you**
- 3 the amount (if any) **we** offer to pay in respect of claim or
- 4 any other matter relating to the contract of insurance

such dispute controversy or claim shall within 12 months of the dispute, controversy or claim arising be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions. If **you** and **us** cannot agree upon the joint appointment of an arbitrator, the President of the Incorporated Law Society of Ireland will make a decision upon the identity of the arbitrator and that decision will be final and binding on both parties.

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

### Cancellation condition

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

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

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

1. **We** can cancel **your policy** at any time during the **period of insurance** by giving 14 days written notice to **your** last known address. Where **your policy** is cancelled in accordance with either of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

## Policy conditions *continued*

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

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

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

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

### Change in risk condition

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

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

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

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

### Claims notification condition

**You** must

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

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

### Claims procedures condition

- You** must take, or allow others to take, practical steps to prevent further loss or damage, recover property lost and otherwise minimise the claim.
- At **your** expense **you** must provide **us** with
  - full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
  - any assistance to enable **us** to settle or defend a claim
  - details of any relevant other insurances.
- You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.

## Policy conditions *continued*

4. Following a claim **you** must allow **us** or anyone authorised by **us**
  - a. access to **premises**
  - b. to take possession of, or request delivery to **us** of any property insured.
5. **You** may not abandon any property to **us**.
6. **We** will be allowed complete control of any proceedings and settlement of the claim.

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

### Contractual duties and proportionate remedies condition

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

1. If **you** respond to the questions posed by **us** in a negligent manner, without complete honesty and/or reasonable care, then **we** can elect one of the following remedies:
  - a. **we** will avoid the contract and refuse all claims, if **we** would not have entered into this contract based on honest and accurate information. **We** will return any premium paid; or
  - b. **we** will treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** responded honestly to the questions posed to **you**; or
  - c. **we** will reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** responded honestly to questions posed to **you** and calculate this as a percentage. The same percentage figure will be applied to the full amount of the

claim to arrive at the proportion of the claim to be paid or payable.

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

### Fraud condition

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

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

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

**we** will

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

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

### Instalments condition

If **you** fail to pay a premium instalment to **us** on the date due, this will result in **your policy** being cancelled from the date the missed instalment was due. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any **incident** likely to lead to a claim during the current **period of insurance** the annual premium remains due in full.

## Policy conditions *continued*

### Law applicable condition

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

### Minimum security standards condition

The following minimum levels of security must be installed and maintained at **your premises** and put into full and effective use whenever **your premises** are closed for **business** or left unattended.

1. The final exit door of the Shop is to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621 A or European Norm EN 1303 matching boxed striking plate must also be fitted
2. All other external doors and all internal doors giving access to any part of the building not occupied by the Insured for the purpose of the **Business** are to be fitted with either
  - i a mortise deadlock which has 5 or more levers and/or conforms to BS3621 or European Norm EN 1303 with a matched boxed striking plate as specified above, or
  - ii two key operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom
3. Aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks
4. All opening external basement ground floor and other accessible (accessible being a window that can easily be reached such as a window adjacent to a flat roof or a fire escape balconies canopies or down pipes) windows fanlights rooflights and skylights are to be fitted with key operated window locks. This requirement does not apply to windows protected by solid steel bars weldmesh or expanded metal grilles securely

fixed to the brickwork surrounding the window

5. Any door or window officially designated a Fire Exit by a fire authority is excluded from the above requirements These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times) any additional devices must be approved by the local Fire Prevention Officer
6. Each item of electronic office equipment (for example PCs Laser Printers or Fax Machines) with an individual replacement value of €2,500 or greater must be securely anchored to the desk workstation or the structure of the **building** by means of lock down plates the keys to which must have been removed from the **premises** unless the **premises** are occupied by the Insured or an authorised Employee in which case the keys are to be deposited in a secure place not in the vicinity of the electronic office equipment.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for theft or attempted theft.

### Other insurance condition

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

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

### No claims discount condition

For the purpose of working out the no-claims discount a **period of insurance** is one continuous year between the beginning of the **policy** and the renewal date shown in **your** schedule or between consecutive renewal dates

## Policy conditions *continued*

If **you** have consecutive periods of insurance with **us** without any incident which may give rise to a claim **we** will reduce **your** premium when **you** renew the **policy** as follows

- ▶ One period 5%
- ▶ Two periods 10%
- ▶ Three periods 15%
- ▶ Four periods 20%
- ▶ Five or more periods 25%

If during a **period of insurance** incidents happen giving rise to claims under the **policy we** will reduce the no-claims discount to nil. **We** may change these scales when **we** renew the **policy**

### Reasonable care condition

**You** must take reasonable steps to

1. prevent or protect against injury, loss or damage
2. keep **your premises**, machinery, plant and equipment and all other property insured in good condition and in full working order
3. remedy any defect or any danger that becomes apparent, as soon as possible.

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

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

### Sanctions condition

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

regulations of the European Union, United Kingdom or United States of America.

### Subrogation (our rights) condition

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

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

# General policy exclusions

## X This policy does not cover

### Changes in Water Table Level

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

### Date Recognition

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

- i correctly to recognise any date as its true calendar date
- ii to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

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

### Electrical Plant

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

### Heat Processes

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

### Northern Ireland Exclusion

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

1. riot civil commotion and (except in respect of loss or Damage by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons
2. Terrorism as defined in the Terrorism Exclusion

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

### Pollution and Contamination

This exclusion does not apply to the Public Products or Employers Liability sections.

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

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

The words **defined contingency** shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, 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

## General policy exclusions *continued*

any tank apparatus or pipe or impact by any road vehicle or animal.

### **Pressure Waves**

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

### **Requisition or Confiscation of Property**

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

### **Electronic risks exclusion**

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

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

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

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

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

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

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

### **Additional definitions are:**

#### **Computer Systems**

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

#### **Damage**

Accidental physical loss, destruction or damage.

#### **Denial of Service Attack**

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

#### **Electronic Data**

Electronic data shall mean facts, concepts and information converted to a form usable for communications, interpretation or processing

by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

### **Hacking**

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

### **Phishing**

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

### **Virus or similar mechanism**

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

### **Terrorism Exclusion**

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

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

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

Definition – Terrorism

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

### **War and Nuclear Risks**

loss or destruction of or **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from

**1 i** ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

**ii** the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

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

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

**(a)** The generation of nuclear energy; or

**(b)** The production, use or storage of nuclear material

**2** war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power regardless of any other cause contributing concurrently or in any other sequence to the loss.

### **Firearms**

Any injury or loss or damage arising from **your** ownership or use of any firearm or sporting gun.



# Buildings

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

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 7. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

## Building(s)

The **buildings** at **your premises**, including

1. landlords fixtures and fittings in or on **your premises**
2. outbuildings, extensions, annexes, garages
3. boundary walls, gates and fences
4. roads, pavements, yards, car parks, car ports, patios and terraces
5. underground pipes and cables belonging to **you** or for which **you** are responsible
6. the **shop front** unless insured under a separate item.

## Damage

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

## Empty

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

## Flood

**Damage** caused by

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

## Buildings *continued*

### Standard construction

Built of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof lights.

**Buildings** constructed of metal panels and composite panels insulated with materials other than polystyrene will be regarded as **standard construction**.

### Vermin

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

### ✓ What is covered

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

#### Basis of claims settlement

Claims for **damage** to the **building(s)**, where insured as a specific item will be settled on the basis of rebuilding or replacement of the destroyed property or the repair or restoration of the damaged portion of the property in each case to a condition equal to but no better or more extensive than its condition when new.

No payment will be made beyond the amount which would have been payable in the absence of this cover until the cost of reinstatement has actually been incurred.

#### Causes

1. Fire, lightning or earthquake.
2. Explosion excluding **damage** caused by or consisting of the bursting of a boiler

economiser or other vessel, machine or apparatus used for non domestic purposes where internal pressure is due to steam only, that belongs to **you** or is under **your** control.

3. Riot, civil commotion, strikers, locked out workers, labour or political disturbances, vandals or malicious people but excluding
  - a. **damage** caused by confiscation, destruction or requisition by order of the Government or any public authority
  - b. **damage** arising from stoppage of work
  - c. **damage** caused by **your** employees, tenants or any other person lawfully on **your premises**
  - d. **damage** to any portion of the **building** which is **empty**
  - e. **damage** caused by theft or attempted theft
  - f. the **excess** of €300 for each and every claim.
4. Storm or **flood** excluding
  - a. **damage** due to a change in the water table level
  - b. **damage** resulting from frost, subsidence, ground heave or landslip
  - c. **damage** to moveable property in the open, fences, posts, hedges and gates
  - d. the **excess** of €300 for each and every claim.
5. Escape of water from any tank, apparatus or pipe including **damage** to any fixed tank, apparatus or pipe caused by freezing or bursting excluding
  - a. **damage** caused by freezing in any outbuildings
  - b. **damage** to any **building** which is **empty**

## Buildings *continued*

- c. the **excess** of €300 for each and every claim.
- 6. Impact by any aircraft or other aerial devices, vehicle or any article falling from them or by an animal, excluding the **excess** of €300 for each and every claim.
- 7. Leakage of fuel oil from any fixed heating installation excluding
  - a. **damage** to any portion of the **building** which is **empty**
  - b. the **excess** of €300 for each and every claim.
- 8. Theft or any attempted theft involving entry to or exit from the **premises** by forcible and violent means excluding
  - a. **damage** to any portion of the **building** which is **empty**
  - b. **damage** caused by **your** employees, tenants or any other person lawfully on **your premises**
  - c. the **excess** shown in **your** schedule.
- 9. Accidental **damage**

Any other **damage** occurring at **your premises** excluding

  - a. **damage** which is excluded under Causes 1 to 8 or under optional Cause 10 if covered or under 'What is not covered' of the **Buildings** section
  - b. **damage** caused by or resulting from
    - i. wear and tear, the action of light or atmosphere, moths, **vermin** or insects
    - ii. any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting
    - iii. corrosion, rust, dampness, deterioration, dryness, wet or dry rot, shrinkage, marring, or scratching
    - iv. wind, rain, hail, sleet, snow, dust or theft to boundary walls, gates, fences or moveable property in the open

- v. subsidence, ground heave or landslip of any part of the site on which the **building** stands
  - vi. the normal settlement or bedding down of new structures
- c. **damage** to property caused by or consisting of
  - i. inherent fault or defect, modification of flavour, colour or structure, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials
  - ii. faulty or defective workmanship, operational error or omission by **you** or any of **your** employees.

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

- d. the collapse or cracking of **building(s)**
- e. the cost of normal maintenance, redecoration or repair
- f. **damage** caused by or consisting of
  - i. mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates
  - ii. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them.

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

- g. the **excess** of €300 for each and every claim.

## Optional Causes

### Subsidence ground heave and landslip cover

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

## Buildings *continued*

- 10.** Subsidence, ground heave or landslip of any part of the site on which the **building** stands excluding
- a.** the **excess** of €1,500 for each and every claim
  - b. damage** to roads, pavements, yards, car parks, patios, terraces, boundary walls, gates and fences unless the **building** structure also suffers **damage** at the same time by the same Cause
  - c. damage** caused by or consisting of
    - i.** the normal settlement or bedding down of new structures
    - ii.** the settlement or movement of made-up ground
    - iii.** coastal or river erosion
    - iv.** defective design or workmanship or use of defective materials
    - v.** fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
  - d. damage** which started before the start of this cover
  - e. damage** to solid floor slabs or **damage** resulting from their movement, unless the foundations beneath the outside walls of the main **building** at the **premises** also suffer **damage** at the same time by the same Cause
  - f. damage** resulting from demolition, construction, structural alteration or repair of any property or groundwork or excavation at the **premises**.

### **Special condition applicable to subsidence, ground heave and landslip cover**

**You** must tell **us** as soon as possible if **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site to **your premises**. **We** will then have the right to vary the terms or cancel this cover.

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

### **Limit of cover**

The most **we** will pay **you** for any item covered by this section is the sum insured shown in **your** schedule for each item.

### **Extensions of cover**

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

**We** will pay **you** for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent in the reinstatement or repair of the **building(s)** as a result of **damage**.

**We** will not cover any costs or expenses for preparing any claim.

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

#### **Cables and underground pipes cover**

**We** will pay **you** the costs incurred following **damage** which **you** are responsible for to cables and underground pipes and drains (and their inspection covers) at **your premises** or connecting the **premises** to the public mains.

**We** will not cover **damage** caused by gradual deterioration or wear and tear.

#### **Capital additions cover**

**We** will pay **you** for alterations, additions and improvements to **building(s)** not insured elsewhere but not for any appreciation in value

Provided that

- 1. you** give **us** details of the additions as soon as possible and within 30 days and **you** must ensure specific insurance is arranged with **us** from the date **you** become responsible
- 2.** the provisions of this cover will be fully maintained in addition to any specific insurance effected under 1 above.

The most **we** will pay at any one location is 15% of the total sum insured under this section or €50,000 whichever is the greater.

## Buildings *continued*

### Debris removal cover

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

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

the portion or portions of the **building(s)** insured, as a result of **damage** covered by this section.

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

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

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

### Fire brigade charges cover

**We** will pay **you** for the costs and expenses incurred by **you** charged by the Local Authority for extinguishing fire or fire fighting. The maximum **we** will pay is €25,000 any one occurrence.

### Fire extinguishment cover

**We** will pay **you** for the cost of replacing or replenishing extinguishment materials when **you, your** employees or the fire brigade attempt to extinguish or minimise loss by fire.

Provided that the costs and expenses cannot be recovered from the public authority responsible.

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

### European Community and public authorities cover

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

1. European Union legislation
2. Act of the Oireachtas
3. Bye-laws of any public authority.

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

- a. Costs incurred
  - i in respect of loss or **damage** not insured by this Section
  - ii where notice was served on **You** before the loss or **damage** occurred
  - iii where an existing requirement must be completed within a stipulated period
  - iv for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered loss or **damage**.
- b. any charge or assessment arising from capital appreciation following compliance with any legislation or Bye-Law.

The reinstatement of the **Property Insured**

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

**Our** liability for any one claim shall not exceed the **building(s)** and contents sum insured shown for each **premises** in **your** schedule.

### Reinstatement of sum insured after loss cover

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

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

1. pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement

## Buildings *continued*

2. apply any additional risk improvements which **we** may reasonably require.

### Subrogation waiver cover

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

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

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

### Theft of building fabric cover

**We** will pay **you** for

1. **damage** to the external fabric of the **building(s)** covered by this section as a result of theft or attempted theft
2. **damage** following entry of rainwater as a result of theft or attempted theft of the external fabric of the **building(s)**.

**We** will not cover

1. **damage** to any **building** which is **empty**
2. the **excess** of €300 for each and every claim

The most **we** will pay is €10,000 for any one **premises** in any one **period of insurance**.

### Trace and access cover

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

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

The most **we** will pay is €15,000 in any one **period of insurance**.

### Value added tax (VAT) cover

**We** will pay **you** for VAT, paid by **you**, which is not subsequently recoverable.

Provided that

1. a **your** responsibility for VAT arises solely as a result of the reinstatement or repair of the **property insured** following **damage**  
b **we** have paid or have agreed to pay for the **damage**
2. **our** liability does not include amounts payable by **you** as penalties or interest for non payment or late payment of VAT
3. **you** have taken all reasonable precautions to insure adequately for VAT responsibility at the start of this **policy** and at each subsequent renewal date.

For the purpose of any Average condition, reinstatement costs will be exclusive of VAT. **Our** liability may exceed the sum insured for a **building** where such **excess** amount is solely in respect of VAT.

### Inflation protection cover

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

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

## X What is not covered

### Aircraft or aerial devices exclusion

**We** will not cover **damage** caused by or consisting of pressure waves caused by aircraft

## Buildings *continued*

or other aerial devices travelling at sonic or supersonic speeds.

### Excess exclusion

**We** will not cover **you** for the **excess** of €300 for each and every loss. Where a claim is covered under the **Buildings**, Contents and Specified all risks section **you** will only be responsible for one of the **excess** amounts and the highest **excess** amount will apply.

### Fraud and dishonesty exclusion

**We** will not cover **damage** which results from acts of fraud or dishonesty by **you**, **your** employees or any other person who is responsible for the **building(s)** or results from voluntarily parting with title or possession of any **building** as a result of a fraudulent scheme, trick, device or false claim.

But **we** will cover subsequent **damage** which results from an insured Cause 1 to 8 which is covered elsewhere in the section.

### Illegal activities exclusion

**We** will not cover **damage** caused by property being used, by **you** or any occupants, for illegal activities.

### More specific insurance exclusion

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

### Unexplained loss exclusion

**We** will not cover **damage** caused by or consisting of

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

### Penalties and fines exclusion

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

### Bodily Injury exclusion

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

### Defective materials and undamaged items exclusion

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

### Transmission and Distribution Lines Exclusion

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

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

## Buildings *continued*

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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

#### Average condition

If at the time of **damage** the sum insured is less than the value of the **property insured**, the amount **we** will pay will be reduced proportionately.

#### Construction of property condition

Unless otherwise stated the **building(s)** shown in **your** schedule are of **standard construction**.

#### Contracting purchaser's condition

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

#### Empty buildings condition

1. **You** must tell **us** immediately **you** become aware
  - a. that any **building** or portions of **buildings** at **your premises** become **empty**

- b. of any **damage** to the **empty buildings** or portions of **buildings** at **your premises** whether the **damage** is insured or not.
2. If **we** agree to provide cover **you** must ensure that in respect of any **empty building** or portion of **buildings** that
  - a. the **buildings** are inspected internally and externally at least once a week by **you** or on **your** behalf and **you** maintain a written record of the inspection
  - b. all refuse and waste materials must be removed from the interior of the **premises** at least once a week
  - c. **you** must secure the **premises** and put all protective, locking devices and any alarm protection into effective operation
  - d. gas, water and electricity supplies (except electricity needed to maintain any fire or **intruder alarm systems**) and any fuel supplies are permanently shut off at the switch or stopcock where they enter the **buildings** (or where they enter the flat or unoccupied part of the building)
  - e. **you** must implement any additional protections that **we** may require within the time scale **we** specify
  - f. all **damage** to the **premises** must be rectified immediately
  - g. letterboxes must be sealed
  - h. the final exit door of the **buildings** must be secured by an appropriate mortice deadlock which has five or more levers and conforms to British Standard BS 3621 or European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturers recommendations.



## Buildings *continued*

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

### **Explosion condition**

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

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim resulting from explosion.

### **Flat roof condition**

**You** must ensure that any flat portions of the roof of the **building(s)** are inspected once every two years by a competent roofing contractor and any recommendations implemented.

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

### **Reinstatement condition**

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

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

### **Workmen's condition**

Joiners and other tradesmen are allowed in or onto the **building** to make repairs or minor structural alterations without prejudice to **your** insurance.

# Contents

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

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 7. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

## Contents

**Contents** (other than **stock**), landlords fixtures and fittings, interior decorations, employee's personal effects (up to €1,000 for any one person), and goods in trust belonging to **you** or which **you** are responsible for as shown in **your** schedule.

## Damage

Accidental physical loss, destruction or **damage**

## Empty

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

## Flood

**Damage** caused by

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

## Insured person(s)

**You** and any of **your** principals, partners, directors or employees.

## Money

Negotiable **money** and non negotiable **money** belonging to **you** or which **you** are responsible for.

## Contents *continued*

### Negotiable money

Cash, bank and currency notes, uncrossed cheques, giro cheques, uncrossed postal orders, uncrossed **money** orders, current postage stamps, unused units in franking machines, National Savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, lottery tickets (excluding scratch cards held in **stock** for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in **stock** for resale), holiday with pay stamps, luncheon vouchers.

### Non negotiable money

Credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders and crossed **money** orders, crossed national giro bank cheques, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates.

### Property insured

The **stock** and contents items where shown as covered in **your** schedule.

### Standard construction

Built of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof lights.

Buildings constructed of metal panels and composite panels insulated with materials other than polystyrene will be regarded as **standard construction**.

### Stock

Wines and spirits up to €1,000 unless otherwise specified in the schedule. Tobacco cigarettes and cigars up to

€1,000 unless otherwise specified in the schedule and all other **stock** items shown in **your** schedule including **stock** and materials in trade including work in progress, finished goods and customers goods belonging to **you** or held in trust by **you** for which **you** are responsible.

### Vermin

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

### ✓ What is covered

We will pay **you** for **damage** to the **property insured** used in connection with the **business** at the **premises** by any of the following Causes occurring during the **period of insurance**. We will pay the value of the **property insured** at the time of the **damage**, or for the amount of the **damage**, or at **our** option reinstate or replace the **property insured** or any part of it in accordance with the following Basis of claims settlement.

#### Basis of claims settlement

1. Claims for the total loss or destruction of contents items will be settled on the basis of replacement of property similar to but no better or more extensive than the items when new.
2. Claims for partial **damage** to contents items will be settled on the basis of restoration to a condition no better or more extensive than the condition of the items when new.
3. Claims for **computer systems**, records, documents, manuscripts, **business** books, accounting records and data carrying materials will be settled on the basis of the value of the materials together with the cost of clerical labour and computer time taken in reproducing those records, but **we** will not cover
  - a. any expenses in connection with producing information to be recorded on them

## Contents *continued*

- b.** the value to **you** of the information contained in them.
- 4.** Claims for **stock** will be settled on the basis of its value at the time of loss or destruction with an adjustment for wear and tear.
- 5.** Claims for loss of rent payable by **you** as tenant following **damage** which makes the building in which **you** trade from for the purpose of **your** business uninhabitable will be settled on the basis of loss of rent payable up to a maximum period of 24 months. The amount payable will not exceed the 25% of the sum insured for this section. The work of repair or reinstatement must be done without delay.

No payment will be made beyond the amount which would have been payable under this section in the absence of this cover until the cost of reinstatement has actually been incurred.

### Causes

- 1.** Fire, lightning or earthquake.
- 2.** Explosion excluding **damage** caused by or consisting of the bursting of a boiler economiser or other vessel, machine or apparatus used for non domestic purposes where internal pressure is due to steam only, that belongs to **you** or is under **your** control.
- 3.** Riot, civil commotion, strikers, locked out workers, labour or political disturbances, vandals or malicious people but excluding
  - a.** **damage** caused by confiscation, destruction or requisition by order of the Government or any public authority
  - b.** **damage** arising from stoppage of work
  - c.** **damage** caused by **your** employees, tenants or any other person lawfully on **your premises**
  - d.** **damage** to any portion of the building which is **empty**
  - e.** **damage** caused by theft or attempted theft
  - f.** the **excess** of €300 for each and every claim.
- 4.** Storm or **flood** excluding
  - a.** **damage** due to a change in the water table level
  - b.** **damage** resulting from frost, subsidence, ground heave or landslip
  - c.** **damage** to moveable property in the open, gates and fences and **stock** in open structured buildings
  - d.** **damage** to **property insured** stored in the lowest storey of the **premises** unless raised at least six inches (150mm) above floor level
  - e.** **damage** to **property insured** in any portion of the building which is empty
  - f.** the **excess** of €300 for each and every claim.
- 5.** Escape of water from any tank, apparatus or pipe excluding
  - a.** **damage** caused by freezing in any outbuildings
  - b.** **damage** to **property insured** stored in the lowest storey of the **premises** unless raised at least six inches (150mm) above floor level
  - c.** **damage** to **property insured** in any building which is empty
  - d.** the **excess** of €300 for each and every claim.
- 6.** Impact by any aircraft or other aerial devices, vehicle or any article falling from them or by an animal, excluding the **excess**.

## Contents *continued*

7. Leakage of fuel oil from any fixed heating installation excluding
  - a. **damage to property insured** in any building which is empty
  - b. the **excess** of €300 for each and every claim.
8. Theft or any attempted theft involving entry to or exit from the **premises** by forcible and violent means excluding
  - a. **damage** to any **property insured** in any building which is **empty**
  - b. **damage** caused by **your** employees, tenants or any other person lawfully on **your premises**
  - c. the **excess** of €300 for each and every claim.
9. Accidental **damage**

Any other **damage** occurring at **your premises** excluding

  - a. **damage** which is excluded under Causes 1 to 8 or under optional Cause 10 if covered or under 'What is not covered' of the **Contents** section.
  - b. **damage** caused by or resulting from
    - i. wear and tear, the action of light or atmosphere, moths, **vermin** or insects
    - ii. any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting
    - iii. corrosion, rust, dampness, deterioration, dryness, wet or dry rot, shrinkage, marring, or scratching
    - iv. wind, rain, hail, sleet, snow, dust or theft to boundary walls, gates, fences or moveable property in the open and **stock** in open structured buildings.
    - v. subsidence, ground heave or landslip of any part of the site on which the building stands

vi. the normal settlement or bedding down of new structures

- c. **damage** to property caused by or consisting of
  - i. inherent fault or defect, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials
  - ii. faulty or defective workmanship, operational error or omission by **you** or any of **your** employees.

But **we** will pay **you** for subsequent **damage** which results from a cause covered elsewhere in the **policy**

- d. the collapse or cracking of **building(s)**
- e. the cost of normal maintenance, redecoration or repair
- f. **damage** caused by or consisting of
  - i. mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates
  - ii. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them.

But **we** will pay **you** for subsequent **damage** which results from a cause covered elsewhere in the section

- g. the **excess** of €300 for each and every claim.

## Optional Causes

### Subsidence ground heave and landslip cover

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

## Contents *continued*

- 10.** Subsidence, ground heave or landslip of any part of the site on which the building stands excluding
- a.** the **excess** of €1,500 for each and every claim
  - b. damage** to roads, pavements, yards, car parks, patios, terraces, boundary walls, gates and fences unless the building structure also suffers **damage** at the same time by the same Cause
  - c. damage** caused by or consisting of
    - i.** the normal settlement or bedding down of new structures
    - ii.** the settlement or movement of made-up ground
    - iii.** coastal or river erosion
    - iv.** defective design or workmanship or use of defective materials
    - v.** fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe.
  - d. damage** which started before the start of this cover
  - e. damage** to solid floor slabs or **damage** resulting from their movement, unless the foundations beneath the outside walls of the main building of the **premises** also suffer **damage** at the same time by the same Cause
  - f. damage** resulting from demolition, construction, structural alteration or repair of any property or groundwork or excavation at the **premises**.

### **Special condition applicable to subsidence, ground heave and landslip cover**

**You** must tell **us** as soon as possible if **you** become aware of any demolition, groundworks, excavation or construction being carried out on

any adjoining site to **your premises**. **We** will then have the right to vary the terms or cancel this cover.

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

### **Limit of cover**

The most **we** will pay **you** for any item covered by this section is the sum insured shown in **your** schedule for each.

### **Extensions of cover**

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

**We** will pay **you** for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent in the reinstatement or repair of the **property insured** as a result of **damage**.

**We** will not cover any costs or expenses for preparing any claim.

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

#### **Capital additions cover**

**We** will pay **you** for

- 1.** any newly acquired contents which are not insured elsewhere for which **you** are responsible, and
- 2.** alterations, additions and improvements to contents but not for any appreciation in value at any of **your premises**

Provided that

- a. you** give **us** details of the additions as soon as possible and within 30 days and **you** must ensure specific insurance is arranged with **us** from the date **you** become responsible

## Contents *continued*

- b.** the provisions of this cover will be fully maintained in addition to any specific insurance effected under a above.

The most **we** will pay at any one location is 15% of the total sum insured under this section or €50,000 whichever is the greater.

### Cash registers and scales cover

**We** will pay **you** for **damage** (other than mechanical or electrical breakdown or derangement) to cash registers and scales provided that such property has been included in the sum insured for contents.

### Contract price cover

If a sale contract is cancelled entirely due to **damage** to **stock** sold by **you**, that is not delivered and is still **your** responsibility the amount **we** will pay **you** will be based on the contract price. The value of all **stock** where the sale contract is cancelled in the event of **damage** will also be settled on this basis.

### Damage to landscaped gardens cover

**We** will pay **you** for the cost of restoring any **damage** to landscaped gardens, for which **you** are responsible, by the emergency services in attending the **premises** as a result of any insured Cause.

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

### Debris removal cover

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

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

the portion or portions of the **property insured** as a result of **damage** covered by this section.

**We** will not cover costs or expenses

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

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

### Exhibitions and trade fair cover

**We** will pay **you** for **damage** by an insured Cause to **stock** and contents whilst in any building used for an exhibition or trade fair within the **policy territories** and whilst in transit to and from the exhibition or trade fair.

The most **we** will pay is €3,000 any one loss.

**We** will not cover theft or attempted theft from any unattended vehicles.

### Fire brigade charges cover

**We** will pay **you** for the costs and expenses incurred by **you** charged by the Local Authority for extinguishing fire or fire fighting. The maximum **we** will pay is €25,000 any one occurrence.

### Fire extinguishment cover

**We** will pay **you** for the cost of replacing and/or replenishing extinguishment materials when **you, your** employees or the fire brigade attempt to extinguish or minimise loss by fire.

Provided that the costs and expenses cannot be recovered from the public authority responsible.

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

### Inflation protection cover

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

## Contents *continued*

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

### Glass breakage cover

**We** will pay **you** for or at **our** option make good any accidental or malicious breakage or scratching of all internal or external fixed glass including showcases, shelves, tops and mirrors and sanitaryware belonging to **you** or for which **you** are responsible at **your premises** during the **period of insurance**. Provided that the glass is in good condition at the start of **your policy**.

Following breakage of fixed glass **we** will also pay for the cost of

1. boarding up. **You** may instruct builders or glaziers to board up without **our** prior consent
2. repairing **damage** to window frames, framework, shutters and blinds
3. removing or replacing the fixtures and fittings necessarily incurred to replace the glass
4. repair of **damage** to the shop front for which **you** are responsible caused by accidental external means or malicious people
5. **damage** to goods incidental to the **business** caused by breakage of fixed glass in display windows
6. replacing lettering, alarm foil or other ornamental work on glass up to a maximum of €750 for any one loss.

**We** will not cover

- a. **damage** that is covered by the Buildings section or Shop front cover under the Buildings section if selected
- b. the **excess** of €250 for each and every claim
- a. **damage** to any building which is **empty**.

### Goods in transit cover

**We** will pay **you** for **damage** to **property insured** shown in **your** schedule belonging to **you** or held in trust and for which **you** are responsible while in transit by vehicles owned, hired or leased by **you** anywhere in or between the **policy territories** and Republic of Ireland including transit between any of these territories.

Cover applies from the time the **property insured** is lifted by **you** or **your** employee until they are placed in position at their destination (excluding their installation) including loading and unloading.

The most **we** will pay for any one vehicle is the amount shown in **your** schedule in total for any one loss.

### What is not covered applicable to Goods in transit cover

**We** will not cover

1. theft or attempted theft from any unattended vehicle unless
  - a. the vehicle, trailer or semi-trailer is securely closed and locked at all points of access
  - b. between the hours of 9pm and 6am
    - i. the vehicle, trailer or semi-trailer is securely closed and locked at all points of access and is kept within a securely locked building or
    - ii. in enclosed **premises** which are securely locked or have a watchman in constant attendance.

It will be up to **you** to prove that any theft or attempted theft occurred before 9pm or after 6am.

2. a. the deterioration of goods carried in frozen, chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature



## Contents *continued*

- b. spillage, leakage, fermentation, taint, contamination, mechanical or electrical breakdown of any goods or merchandise unless directly due to fire or accident to the carrying vehicle or due to theft or attempted theft

### 3. **damage** due to natural deterioration

- 4. any consequential or indirect loss or **damage** due to delay
- 5. **damage** to **money**, precious stones, jewellery, bullion or loss or death of or injury to living creatures.

### Loss of metered water cover

**We** will pay **you** for the unit cost of metered water at the current rate per cubic metre consumed as a direct result of **damage** caused by an insured Cause.

Provided that

- 1. the most **we** will pay for any one claim is €10,000
- 2. repairs are completed within 30 days of the **damage** being discovered.

The amount **we** pay will be based on the amount of water charges for the period of the occurrence less the charge paid by **you** for the corresponding period in the preceding year.

This will then be adjusted for changes in the suppliers charges and for variations affecting **your** water consumption during the intervening period.

**We** will not cover **damage** to any building which is **empty**.

### Lottery equipment cover

**We** will pay **you** for **damage** by an insured Cause to lottery equipment belonging to the lottery operator for which **you** are responsible provided that such equipment has been included in the sum insured for contents.

### Money cover

**We** will pay **you** for loss of **money** held in connection with the **business** for any one loss of

- 1. **non negotiable money** up to €350,000 any one loss
- 2. **negotiable money**
  - a. from **your premises** up to €10,000 during **business** hours
  - b. in a bank night safe up to €10,000
  - c. from **your premises** up to €7,500 whilst in a locked safe when closed for **business**
  - d. while in transit up to a maximum of €10,000 within the **policy territories**
  - e. up to €500 from **your premises** whilst not in a locked safe when closed for **business**.

The most **we** will pay **you** for any one loss are the limits shown in **your** schedule

- f. whilst at the residence of any of **your** principals or authorised employees up to €500 for any one loss
- g. from gaming, amusement or vending machines up to €500 any one event.

### Conditions applicable to Money cover

#### Money in transit condition

Whenever negotiable **money** in transit exceeds

- 1. €4,000 it must be accompanied by at least two responsible adults

No more than €4,000 must be carried by one responsible adult.

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

#### Record keeping condition

**You** will keep a daily record of the amount of **money** at **your premises** contained in safes or strong rooms and in transit. This record must be kept in a separate secure place and will need

## Contents *continued*

to be produced to support a claim under this section.

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

### **What is not covered – applicable to Money cover**

**We** will not cover losses

1. arising from fraud or dishonesty of **your** employees unless the loss is discovered within 30 working days of the date of the loss
2. due to clerical or accounting errors
3. from unattended motor vehicles
4. of **money** which is the property of the Post Office.

### **Personal accident – assault cover**

**We** will pay the insured person, or in the case of death, their personal representatives, the sums shown in the table of benefits below if any insured person within the age limits 16 to 70 years suffers bodily injury, as the result of robbery or hold-up or any attempted robbery or hold up in the course of the **business** which is then the direct cause of death or disablement.

### **Table of benefits**

#### **Personal accident – assault cover**

<b>If bodily injury is the only and direct cause of:</b>		
<b>1</b>	Death *	€10,000
<b>2</b>	Total Loss or permanent and total loss of use of one or more limbs*	€10,000
<b>3</b>	Total and irrecoverable loss of all sight in one or both eyes*	€10,000
<b>4</b>	For any period up to a maximum of 2 years per week of total disablement (payable monthly) from engaging in usual occupation	€100

\* occurring within 2 years of sustaining the bodily injury

### **Conditions applicable to personal accident assault**

1. **You** must write to **us** as soon as possible when **you** need to make a claim but in any case within three months of the date of the event giving rise to the bodily injury.
2. At **your** expense, **you** must supply all certificates, information and evidence in a form that **we** may require. Where a claim for bodily injury is made, the insured person will undergo any medical examinations that **we** may require at **our** expense.
3. In the case of death of an insured person, **we** will be entitled to have a post-mortem examination at **our** expense.
4. Compensation will not be payable under more than one of the items in the Table of benefits for the same injury
5. No liability will attach to the Company for bodily injury arising from or influenced by any existing physical defect or infirmity or the medical condition of any person entitled to compensation hereunder or resulting from pregnancy or childbirth.

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

## Contents *continued*

### Personal effects cover

**We** will also pay for **damage** to cash carrying devices or clothing and personal effects belonging to an insured person following an attempt by a person or persons to steal **money** up to a limit of €1,000 in respect of any one person.

**We** will not pay

1. the insured person for more than one benefit for the same bodily injury
2. where the **business** includes a sub Post Office.

### Reinstatement of sum insured after loss cover

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

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

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

### Seasonal increase cover

The sum insured in respect of **stock** is increased in each **period of insurance** by

1. 30% during the months of November and December
2. 30% for 14 days before and 14 days after a bank holiday if it does not fall within the period in 1 above.

### Signs cover

**We** will pay for **you** for **damage** to fixed signs at **your premises** up to €1,000 and €2,500 for neon signs in any one **period of insurance**.

### Neon signs cover

**We** will pay for **damage** to neon and illuminated signs and electric light fittings excluding Breakage or **damage**

- a consequent upon alterations to the framework or portion of the neon and illuminated sign
- b in respect of neon and illuminated signs and electric light fittings

1. occasioned by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft thereat
2. of bulbs or tubes unless consequent upon **damage** to signs or fittings

The most **we** will pay is €2,500 for accidental loss or **damage** during the **period of insurance**.

### Subrogation waiver cover

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

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

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

### Temporary removal cover

**We** will pay **you** for **damage** resulting from one of the Causes 1 to 9

1. to **property insured** by this section whilst temporarily removed to any **premises** not owned or occupied by **you** within the **policy**

## Contents *continued*

**territories** for cleaning, renovation or repair including whilst in transit to or from **your premises**

2. to deeds, documents and plans relating to any property while temporarily removed within the **policy territories**.

The most **we** will pay is 20% of the item sum insured shown in **your** schedule in any one **period of insurance**.

### Theft damage to buildings cover

Where buildings are not insured under this **policy** **we** will pay **you** for **damage** to the buildings at **your premises** shown in **your** schedule resulting directly from theft or attempted theft covered by this section, provided that **you** are legally responsible for the **damage**.

**We** will not cover **damage** to buildings which are **empty**.

The most **we** will pay is €25,000 in any one **period of insurance**.

### Theft of shop keys cover

**We** will pay **you** for the cost of changing the external door and safe locks with equivalent locks in the event of the keys to **your premises** or safe being stolen from **your premises** or from the private residence of an insured person authorised to hold such keys.

Keys to any safe must not be left at **your premises** when closed for **business** and left unattended, unless **you** or an employee lives at the **premises**.

The most **we** will pay is €2,500 in any one **period of insurance**.

### Value added tax (VAT) cover

**We** will pay **you** for VAT, paid by **you**, which is not subsequently recoverable.

Provided that

1. **a. your** responsibility for such VAT arises solely as a result of the reinstatement or repair of the **property insured** following **damage**  
**b. we** have paid or have agreed to pay for the **damage**
2. **our** liability does not include amounts payable by **you** as penalties or interest for non payment or late payment of VAT
3. **you** have taken all reasonable precautions to insure adequately for VAT liability at the start of this **policy** and at each subsequent renewal date.

For the purpose of any average condition, reinstatement costs will be exclusive of VAT. **Our** liability may exceed the sum insured for the **property insured** where such **excess** amount is solely in respect of VAT.

### Freezer contents

**We** will pay **you** for **damage** to frozen or chilled **stock** in any freezer cabinet, deep freezer, cold room, cold store or chilled cabinet due to change in temperature resulting from any cause but **we** will not cover **damage**

1. following the deliberate act of any public electricity authority in termination, disconnection, restriction or withholding the supply of electricity

## Contents *continued*

2. caused by neglect or misuse.

The most **we** will pay is the limit shown in **your** schedule for any one loss.

**We** will not pay for 20% of any loss where the frozen food cabinet, deep freezer, cold room cold store or chilled cabinet is over ten years old.

### Optional extension of cover

#### Theft by employees

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

**We** will pay **you** for any direct loss belonging to **you** or for which **you** are responsible caused by an act of fraud or dishonesty by any employee committed in the course of their employment during the **period of insurance**.

**We** will not cover

1. the **excess** of €300 for each and every claim
2. acts committed before this cover started
3. losses occurring during the **period of insurance** but not discovered within 14 days of the expiry of this cover
4. any monies which would have been payable by **you** to an employee but for the employees dishonesty.

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

## X What is not covered

### Aircraft or aerial devices exclusion

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

### Excess exclusion

**We** will not cover **you** for the **excess** of €300 for each and every loss. Where a claim is covered under the Buildings, **Contents** and Specified all risks section **you** will only be responsible for one of the **excess** amounts and the highest amount will apply.

### Fraud and dishonesty exclusion

**We** will not cover **damage** which results from acts of fraud or dishonesty by **you**, **your** employees or any other person who is responsible for the, contents or **stock** or results from voluntarily parting with title or possession of any contents, or **stock** as a result of a fraudulent scheme, trick, device or false claim.

But **we** will cover **you** for subsequent **damage** which results from an insured Cause which is covered elsewhere in the section.

### Illegal activities exclusion

**We** will not cover **damage** caused by property being used, by **you** or any occupants, for illegal activities.

### More specific insurance exclusion

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

### Bodily Injury exclusion

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

### Unexplained loss exclusion

**We** will not cover **damage** caused by or consisting of

1. disappearance, unexplained or inventory shortage

## Contents *continued*

2. misfiling or misplacing of information.

### Transmission and distribution lines exclusion

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

This exclusion includes but is not limited to conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual. It is understood and agreed that public utilities extensions and/or suppliers extensions and/or contingent business interruption coverages are not subject to this exclusion, provided that these are not part of a transmitters' or distributors' policy.

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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

### Average condition

If at the time of **damage** the sum insured is less than the value of the **property insured**, the amount **we** will pay will be reduced proportionately.

### Construction of property condition

Unless otherwise stated the buildings shown in **your** schedule are of **standard construction**.

### Empty buildings condition

1. **You** must tell **us** immediately **you** become aware
  - a. that any building or portions of buildings at **your premises** become **empty**
  - b. of any **damage** to the **empty** buildings or portions of buildings at **your premises** whether the **damage** is insured or not.
2. If **we** agree to provide cover **you** must ensure that in respect of any **empty** building or portion of buildings that
  - a. the buildings are inspected internally and externally at least once a week by **you** or on **your** behalf and **you** maintain a written record of the inspection
  - b. all refuse and waste materials must be removed from the interior of the **premises** at least once a week
  - c. **you** must secure the **premises** and put all protective, locking devices and any alarm protection into effective operation
  - d. gas, water and electricity supplies (except electricity needed to maintain any fire or **intruder alarm systems**) and any fuel supplies are permanently shut off at the switch or stopcock where they enter the buildings (or where they enter the flat or unoccupied part of the building)
  - e. **you** must implement any additional protections that **we** may require within the time scale **we** specify
  - f. all **damage** to the **premises** must be rectified immediately
  - g. letterboxes must be sealed
  - h. the final exit door of the buildings must be secured by an appropriate mortice deadlock which has five or more levers and conforms to British Standard BS

## Contents *continued*

3621 or European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations.

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

### **Explosion condition**

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

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim resulting from explosion.

### **Fire extinguishing appliances condition**

Fire extinguishing equipment must be

1. maintained in efficient working order
2. routinely tested and any defects promptly rectified.

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

### **Reinstatement condition**

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

### **Workmen's condition**

Joiners and other tradesmen are allowed in or onto the building to make repairs or minor structural alterations without prejudice to **your** insurance.

# Specified all risks

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

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 7. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

## Damage

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

## Insured cause

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

## Property insured

The items shown in **your** schedule.

## Territory covered

The area shown in **your** schedule.

## Vermin

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



## Specified all risks *continued*

### ✓ What is covered

We will pay **you** for **damage** to the **property insured** whilst anywhere within the **territory covered** during the **period of insurance**. We will pay the value of the **property insured** at the time of the **damage**, or for the amount of the **damage**, or at **our** option reinstate or replace the **property insured** or any part of it in accordance with the following Basis of claims settlement.

#### Basis of claims settlement

1. Claims for the total loss or destruction of **property insured** will be settled on the basis of replacement of property similar to but no better or more extensive than the **property insured** when new.
2. Claims for partial **damage** to **property insured** will be settled on the basis of restoration to a condition no better or more extensive than the condition of the **property insured** when new.

No payment will be made beyond the amount which would have been payable under this section in the absence of this cover until the cost of reinstatement has actually been incurred.

#### Limit of cover

The most **we** will pay **you** for any item covered by this section is the sum insured shown in **your** schedule for each item.

#### Extensions of cover

##### Reinstatement of sum insured after loss cover

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

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

1. pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement

2. apply any additional risk improvements which **we** may reasonably require.

#### Subrogation waiver cover

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

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

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

#### Inflation protection cover

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

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

### X What is not covered

#### Aircraft or aerial devices exclusion

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

#### Cleaning and restoration exclusion

**We** will not cover **damage** caused by or arising from any process of cleaning, dyeing or restoring.

#### Confiscation or detention exclusion

**We** will not cover loss or **damage** caused by official confiscation or detention.

#### Excess exclusion

**We** will not cover **you** for the **excess** of €300 for each and every loss.

## Specified all risks *continued*

Where a claim is covered under the Buildings, Contents and Specified all risks section **you** will only be responsible for one of the **excess** amounts and the highest **excess** amount will apply.

### Fraud and dishonesty exclusion

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

But **we** will cover subsequent **damage** which results from an **insured cause** which is covered elsewhere in the section.

### Illegal activities exclusion

**We** will not cover **damage** caused by property being used, by **you** or any occupants, for illegal activities.

### Miscellaneous damage exclusion

**We** will not cover **damage** to, caused by or consisting of mechanical or electrical breakdown, corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, **vermin** or insects.

But **we** will cover **you** for **damage** covered elsewhere in this **policy** which results from an **insured cause** covered elsewhere in this section.

### More specific insurance exclusion

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

### Theft exclusion

**We** will not cover theft or any attempted theft not involving entry to or exit from the **premises**, by forcible and violent means.

### Theft from unattended vehicles exclusion

**We** will not cover theft or attempted theft from an unattended motor vehicle unless the vehicle

has all points of access securely closed and locked.

### Wear and tear exclusion

**We** will not cover **damage** caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials.

But **we** will cover subsequent **damage** which results from an **insured cause** covered elsewhere in the section.

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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

### Average condition

If at the time of **damage** the sum insured is less than the value of the **property insured**, the amount **we** pay will be reduced proportionately.

### Reinstatement condition

If any **property insured** by this section is to be reinstated or replaced by **us**, then **you** should at **your** own expense provide all such plans, documents, books and information that may be required.

**We** will not be required to reinstate the property exactly but only as circumstances permit and in a reasonable manner.

**We** will not pay more than the sum insured for any one item insured.

# Computer Equipment

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

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 5. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

## Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

## Property insured

### 1 Computer equipment

Computer and auxiliary equipment used for electronic processing communication and storage of **data** including

- a** fixed disks, interconnecting wiring and telecommunications systems
- b** temperature and environmental control equipment, power supply voltage regulating and other protective equipment used exclusively in connection with the computer equipment.

### 2 Computer records

All current and back up **computer records** (excluding fixed disks and paper records of any description) incorporating stored programs and/or information stored on them being **your** property or leased, hired or rented to **you** on **your premises** or anywhere within the **policy territories**.

## Computer Equipment *continued*

### ✓ What is covered

#### Causes

We will pay **you** for damage to the **property insured** caused by any of the following Causes occurring during the **period of insurance**

- 1 breakdown or failure of any part of the **property insured** whilst in ordinary use arising from either mechanical or electrical defect causing a stoppage of normal functions
- 2 failure or fluctuation of the supply of electricity to the **computer equipment**
- 3 erasure, destruction, corruption or distortion of software contained or **data** stored on fixed disks or **computer records**.

#### Limit of cover

The most **we** will pay **you** during any **period of insurance** including any payment made under the Special conditions is

- 1 **Computer equipment**  
The limit shown in **your** schedule.
- 2 **Computer records** – €5,000.

#### Extensions of cover

##### Additional expenditure cover

We will pay for the additional costs necessarily and reasonably incurred by **you** to

- 1 prevent or minimise the interruption of or interference with the work normally carried out by or on the **computer equipment**
- 2 recompile or restore **data** or software or replace third party proprietary software as a direct result of loss or damage to the **property insured** caused by Cause **1**. Paragraph 5 of the Miscellaneous causes exclusion under the heading What is not covered will not apply.

Provided that **our** liability will not exceed €5,000 in any one **period of insurance**.

##### Additional rental cover

We will pay for the additional rental arising out of the replacement of a lease or hire agreement in respect of the **property insured** by a new

contract for a similar property as a result of loss or damage covered by this section.

Provided that **our** liability does not exceed €5,000 in any one **period of insurance**.

##### Incompatibility of computer records cover

We will pay for the costs of

- 1 modification of the **computer equipment** or
- 2 replacement of **computer records** together with reinstatement of programs and/or information on them whichever is the lesser amount, to achieve compatibility in the event that the loss of **computer equipment** has resulted in undamaged **computer records** being incompatible with the replacement **computer equipment**.

Provided that **our** liability does not exceed €5,000 in any one **period of insurance**.

### X What is not covered

#### Excess exclusion

We will not cover **you** for the **excess** shown in **your** schedule.

#### Maintenance agreement exclusion

We will not cover loss, destruction or damage to the **property insured** resulting from its own breakdown unless there is an approved maintenance agreement in force providing a minimum service of on call remedial and/or corrective maintenance at inclusive costs.

## Computer Equipment *continued*

### Miscellaneous causes exclusion

**We** will not cover loss, destruction or damage

- 1** for which any manufacturer, supplier, agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
- 2** where **you** are relieved of responsibility under any rental, hire or lease agreement
- 3** caused by any of the insured Causes stated in the Contents section whether insured or not
- 4** caused by or consisting of wear and tear or deterioration due to atmospheric or climatic conditions, but **we** will cover subsequent damage which results from a Cause covered elsewhere in the section
- 5** caused by a deliberate act of a supply undertaking in withholding the supply of electricity or telecommunication services unless for the sole purpose of safeguarding life
- 6** caused by the inability of the supply undertaking to maintain the supply system due to industrial action by its employees
- 7** caused by the use of telecommunications equipment which is not approved by the telecommunications authority
- 8** caused by it undergoing any process of production, packaging, treatment, testing, commissioning, servicing or repair
- 9** caused by the use of unproven software which has not been finalised or which has not passed all the testing procedures or which has not been successfully proven
- 10** caused by programming errors or design defects in software
- 11** caused by or resulting from the failure or interruption of any electrical power supply network or telecommunication networks not owned and operated by **you**. This exclusion shall not apply to losses caused by or resulting from physical damage, if otherwise insured by this section, to the electrical power supply network, telecommunication networks or other property.

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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

### Reinstatement condition

In the event of loss, destruction or damage to the **computer equipment we** will pay the reinstatement value of the property lost, destroyed or damaged.

For this purpose 'reinstatement' means

- 1** the rebuilding or replacement of property lost or destroyed which provided that **our** liability is not increased may be carried out
  - a** in any manner suitable to **your** requirements
  - b** upon another site
- 2** the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

### Special conditions for the Reinstatement condition

- 1** **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- 2** If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this condition exceeds its sum insured at

## Computer Equipment *continued*

the start of any destruction or damage, **our** liability will not exceed that proportion of the amount of the destruction or 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 condition will be made
  - a** unless reinstatement starts and proceeds without unreasonable delay
  - b** until the cost of reinstatement has actually been incurred
  - c** if the **property insured** at the time of its damage is insured by any other **policy** effected by **you** or on **your** behalf which is not on the same basis of reinstatement.
- 4** All the terms and conditions of the **policy** will apply
  - a** in respect of any claim payable under the provisions of this condition except if **we** vary them
  - b** where claims are payable as if this condition had not been incorporated.

### Subrogation waiver condition

**We** agree to waive any rights of subrogation against any user of the **computer equipment** provided that

- 1** such user has **your** permission to use the **computer equipment**
- and
- 2** such user will observe, fulfil and be subject to the terms, exclusions and conditions of this section, as if they were **you**.

### Back-up records condition

**You** will maintain a minimum of 2 generations of verified back-up **computer records** taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain records in accordance with the maker's recommendations. If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

# Business interruption

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

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 7. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

## Notes

1. For the purpose of the following defined meanings any adjustment implemented in current cost accounting will be disregarded.
2. To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax.
3. Adjustments will be made for trends of the **business** and for variations and other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the amount paid represents as closely as possible the results which would have been expected if the **damage** had not occurred.

## Customers

All **your customers** who obtain goods or services from **you** on a credit basis.

## Damage

Accidental loss or destruction or **damage** caused by

1. an insured Cause under the Buildings or Contents section
2. **damage** to fixed glass or **damage** to the shop front where shown as covered in **your** schedule.

## Indemnity period

The period during which the **business** is affected, starting on the date the **damage** occurred and ending not later than the number of months shown in **your** schedule.

## Business interruption *continued*

### Outstanding debit balances

The total amount of money owed to **you** by **your customers** at the date of the **damage** after adjustments for

1. bad debts and for amounts debited (or invoiced but not debited) and credited
2. debit and credit amounts owed and not passed through **your** books during the period between the last record and the date of the **damage**.

### Vermin

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

### ✓ What is covered

If any property used by **you** at **your premises** for the purpose of the **business** suffers **damage** during the **period of insurance**, and as a result **your business** is interrupted or interfered with then **we** will pay **you** for loss of profit by paying

1. an amount representing the difference between the sales less relative purchases during the **indemnity period** as compared to the difference between the sales less relative purchases during the equivalent period immediately before the **damage**
2. any reasonable additional expenses incurred in maintaining sales during the **indemnity period** but not more than the loss avoided under 1 above

less any amount saved during the **indemnity period** in respect of reduced expenses due to the **damage** or savings made due to salvage sold

Provided that

1. the property is insured and a payment has been made or liability accepted, under the Buildings or Contents section of this **policy** or under any other insurance covering the buildings at **your premises**
2. such **damage** would not have been excluded by the Buildings or Contents section of this **policy**

3. the most **we** will pay under this section is the sum insured shown in **your** schedule plus professional accountants charges.

If the **damage** occurs in the first trading year the payment under 1 above will be based on the trading figures immediately prior to the loss.

**We** will not pay any claim under this section unless **you**

1. take all action which may be reasonably necessary to minimise or stop any interruption of or interference with the **business** to avoid or reduce the loss
2. provide **us** with a written statement at **your** own expense setting out the details of **your** claim, not later than 30 days after the expiry of the **indemnity period** (or within such further time as **we** may agree in writing).

### Limit of cover

The most **we** will pay **you** during any one **period of insurance** is the gross profit sum insured shown in **your** schedule, plus professional accountants charges.

### Extensions of cover

#### Denial of access cover

Where access to **your premises** is prevented by a local or public authority due to imminent threat to of **damage your premises** as a result of **damage** to property within a 1 mile radius of **your premises** and where this **damage** was caused by a cause listed in the Buildings and contents sections of this **policy we** will cover **you** for loss insured by this section for interference or interruption whether **your premises** or **your** property suffers **damage** or not. **We** will not cover loss, destruction or **damage** to property or any supply undertaking from which **you** obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of these services.

The **maximum indemnity period** under this cover shall be 12 weeks from the date of the **damage** that resulted in denial of access.



## Business interruption *continued*

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

### Failure of public supply cover

**We** will cover **you** for any loss insured by this section resulting from interruption of or interference with **your** business caused by the accidental failure of

1. the public electricity supply at **your** suppliers land based generating station or sub station.
2. the public gas supply at **your** suppliers land based **premises**
3. the public water supply at **your** suppliers land based waterworks or pumping station
4. the public telecommunications services at **your** supplier's land based premises

from which **you** obtain electricity, gas, water or telecommunications services, provided **your** supplier is situated within the policy territories, where such accidental failure is a direct result of **damage** caused by an insured Cause 1 to 8 under the Buildings and Contents Sections.

After the application of all other terms and conditions of this section, the most **we** will pay for any one claim and in total during any one **period of insurance** is €20,000

The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this cover.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the accidental failure(s) of supply or service at **your** premises and ending after 12 weeks in total during which time the results of **your** business are affected regardless of the number of incidents, number of **your** suppliers affected during the **period of insurance** or the number of premises insured.

**We** will not cover;

- a. any failure
  - 1 which does not involve a cessation of supply for at least 24 hours OR

- 2 due to an excluded cause under the material damage section

- b. loss resulting from failure caused by
  - 1 the deliberate act of any supplier or by them using their power to withhold or restrict supply or services OR
  - 2 strikes or any labour or trade disputes OR
  - 3 solar flare or other atmospheric or weather conditions but **we** will cover failure due to **damage** to equipment caused by these conditions.

### Murder, suicide or disease cover

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

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

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

## Business interruption *continued*

Whooping Cough

Yellow Fever

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

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

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

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

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

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

For the purposes of the cover provided under this cover clause, any references to **damage** or **incident** within the meaning of the defined

terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions and conditions shall be read as if they were references to the cover provided under clauses 1 to 4 above.

### Professional accountants charges cover

**We** will pay **you** for reasonable charges payable by **you** to **your** professional accountants for producing any details contained in **your business** books or such other proofs, information or evidence as **we** may require under the terms of the Claims notification and Claims procedure conditions and reporting that those details are in accordance with **your business** books or documents.

### Reinstatement of sum insured cover

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

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

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

### Suppliers cover

**We** will pay **you** for any interruption of or interference with the **business** caused by one of the Causes under the Contents section following **damage** at the **premises** of any of **your** suppliers within the **policy territories**.

The most **we** will pay is 5% of the gross profit sum insured shown in **your** schedule or €25,000 whichever is the lesser.

### Accounts receivable

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

If **your** accounts books or other **business** books or records used for the purpose of the **business** suffer **damage** whilst at **your premises** or whilst

## Business interruption *continued*

temporarily removed during the **period of insurance**, which results in **your** inability to trace or establish the **outstanding debit balances we** will pay **you**

1. an amount representing the difference between the **outstanding debit balances** at the date of the **damage** and the total amount received in payment of them during the 12 months after the **damage**
2. any reasonable additional expenses incurred in tracing and establishing **outstanding debit balances** but not more than the loss avoided under 1

Provided that

1. **we** have made a payment or accepted liability under the Buildings or Contents section of **your policy**
2. if the sum insured shown in **your** schedule at the time of the **damage** is less than the **outstanding debit balances** the amount payable will be proportionately reduced
3. **you** keep a record of the total amount of **outstanding debit balances** at least once a week and keep a copy in a locked, fire-resistant safe or cabinet at **your premises** or away from **your premises**.

**We** will not cover any losses under this optional cover resulting from

1. misplacing or misfiling of information
2. the deliberate act of the public supply company in restricting or withholding **your** electricity supply
3. deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

### Limit of cover

The most **we** will pay **you** for **outstanding debit balances** during any one **period of insurance** is the sum insured shown in **your** schedule plus professional accountants charges.

## X What is not covered

### Erasure of data exclusion

**We** will not cover **damage** arising directly or indirectly from

1. erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately caused by rioters, strikers, locked-out workers, people taking part in labour disturbances or civil commotion or malicious people
2. other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from an insured Cause 1 to 8 which is covered under the Buildings or Contents sections of this **policy**.

### Transmission Lines Exclusion

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

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

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

## Business interruption *continued*

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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

### Alternative trading condition

If during the **indemnity period** goods are sold or services provided elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such sales or services will be included in arriving at the reduction of sales during the **indemnity period**.

### Average condition

If the gross profit sum insured shown in **your** schedule is less than the difference between sales and purchases in the 12 months (or a proportionately increased multiple of this when the **indemnity period** exceeds 12 months) before the **damage** then the amount payable will be proportionately reduced.

### Cessation or discontinuation of trading condition

If after the start of the **period of insurance** the **business** is wound up or carried on by a liquidator or receiver or permanently discontinued **we** will not cover **you** from the date of such change or alteration.

### Claims procedure condition

**We** will not pay any claim under this section unless **you** provide **us** with a written statement at **your** own expense setting out the details of **your** claim, not later than 30 days after the expiry

of the **indemnity period** (or within such further time as **we** may agree in writing).

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

### Reasonable precautions condition

**We** will not pay any claim under this section unless **you** take all action which may be reasonably necessary to minimise or stop any interruption of or interference with the **business** to avoid or reduce the loss.

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

# Loss of licence

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

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 7. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

## Notes

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax.

## Indemnity period

The period beginning with the **loss of licence** and ending no later than 12 months after the loss during which the results of the **business** are affected as a result of the **loss of licence**.

Provided that if the **premises** are disposed of within the 12 months after the **loss of licence** the **indemnity period** will end either

1. upon disposal or.
2. 12 months from the **loss of licence**
3. whichever is the earlier.

## Loss of licence

Forfeiture, suspension or withdrawal of the licence for the sale of excisable liquor.

## ✓ What is covered

Following **loss of licence** which has been granted in respect of the **premises** from causes beyond **your** control **we** will pay **you**.

### a The loss of profit

being the amount representing the amount by which the sales less relative purchases during the **indemnity period** fall short of the sales less relative purchases during the equivalent period immediately before the **loss of licence**

## Loss of licence *continued*

- b** any reasonable additional expenses incurred in maintaining sales during the **indemnity period** but not more than the amount of loss avoided under 1a by this additional expense less any amount saved

during the **indemnity period** in respect of reduced expenses due to the event.

In adjusting the amount paid all variations or special circumstances affecting the **business** will be taken into account so that the amount paid represents as closely as possible the results which would have been expected if the **loss of licence** had not occurred.

If the event occurs in the first trading year the payment under a and b will be based on the trading figures immediately before the **loss of licence**

1. the reduction in value of the **premises** if **you** are unable to obtain a licence for a period of 12 months from the date of **loss of licence** and **you** sell the **premises**
2. all costs and expenses incurred by **you** with **our** written consent
3. professional accountants charges reasonably incurred by **you** to produce details, proofs, information or evidence as **we** may require.

### Limit of cover

The most **we** will pay for **loss of licence** is the sum insured shown in **your** schedule plus professional accountants charges in any **period of insurance**.

## X What is not covered

### Business closure exclusion

**We** will not cover any losses where the **premises** are closed for any period not required by law.

### Change in town planning or law exclusion

**We** will not cover any losses where prior or subsequent to the **loss of licence** the **premises** are required for any public purpose or if **loss of licence** arises under or results directly or indirectly from

1. any scheme of town or country planning improvement
2. redevelopment or surrender reduction
3. redistribution of licences in connection with post-war reconstruction
4. any alteration of the law affecting the grant, surrender, refusal to renew or forfeiture of licences.

### Failure to comply with licensing rules exclusion

**We** will not cover any losses where any direction or requirement of the licensing or other authority is not complied with.

### Lack of maintenance exclusion

**We** will not cover any losses where the **premises** are not maintained in a good state of sanitary condition or repair.

## Loss of licence *continued*

### Neglect or omission exclusion

**We** will not cover any losses where the **loss of licence** occurs wholly or partly by or through **your** misconduct, procurement, connivance, neglect or omission or by any omission by **you** to take any step necessary to keep the licence in force.

### Other compensation exclusion

**We** will not cover any losses where **you** are entitled to obtain payment of compensation under any legislation or bye-law in respect of refusal to renew the licence.

### Unauthorised alteration exclusion

**We** will not cover any losses where alterations to the **premises** requiring the consent of the licensing or other authority are made without that consent.

The above exclusions other than the Change in town planning or law exclusion will not apply and **we** will cover **you** if **you** or any claimant under this section provides evidence that the matter was completely beyond **your** or their control.

## Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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

### Alternative trading condition

If during the **indemnity period** goods are sold or services rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such sales or services will be brought into account in arriving at the reduction in sales during the **indemnity period**.

### Change in circumstances condition

**You** must on becoming aware of any

1. complaint against the **premises** or its management or representation by an interested party making an application for a review of the **premises** licence
2. proceedings against or conviction of the designated **premises** supervisor, any personal licence holder who has authorised the sale
3. of alcohol by members of **your** staff and any members of the management, manager, tenant or occupier of the **premises** for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to his honesty, moral standing or sobriety
4. change in the tenancy or management of the **premises**
5. transfer or proposed transfer of the licence alteration in the purpose for which the
6. **premises** are used
7. objection to renewal or other circumstances which may endanger the licence or its renewal

## Loss of licence *continued*

give **us** written notice as soon as possible and supply any additional information that **we** may reasonably require.

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

### Transfer of licence condition

In the **event** of

1. **your** death, bankruptcy, incapacity or desertion of the **premises**
2. conviction for any offence (where that conviction affects the character or reputation of the convicted person with respect to his honesty, moral standing or sobriety) of the tenant, manager, occupier, designated **premises** supervisor or any personal licence holder

**you** will where practical and at **our** request procure a suitable person to replace him and one to whom the Licensing Authority will transfer the licence or grant the licence by way of renewal.

### Forfeiture or refusal to renew condition

In the **event** of **loss of licence** **you** will

1. give **us** notice in writing as soon as possible after receiving knowledge of such **event**, stating the grounds for the **loss of licence**
2. give **us** any assistance that **we** may require for the purpose of an appeal against the **loss of licence** and allow **us** and **our** solicitors full discretion in the conduct of those proceedings
3. apply if practical and if required by **us** for the grant of a new licence for the same

or alternative **premises** to enable **you** to continue the **business** in a similar or alternative form

4. a provide a statement of any loss together with any documents, statements and accounts that **we** may reasonably require to verify the loss
- b if **we** require, make a statutory declaration as to the truth, accuracy and comprehensiveness of **your** statements
- c give **us** free access to the **premises** and **your** books and accounts as may be necessary for ascertaining the value of the property and the goodwill of the **business**.

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



# Public and products liability

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

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 7. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

## Additional persons insured

1. The personal representative of any deceased person entitled to the cover provided by this section but only in respect of liability incurred by the deceased person.
2. At **your** request
  - a. any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions
  - b. any director or employed person of **yours** in connection with the **business**
  - c. any officer or member whilst undertaking their duties in connection with **your**
    - i. canteen, sports, social, educational or welfare organisations
    - ii. fire, security, first aid, medical or ambulance services
  - d. any director or officer of **yours** for whom private work is undertaken by any employed person, with **your** prior consent.

## Asbestos

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

## Bodily injury

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

## Public and products liability *continued*

### Claim costs

Costs and expenses

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

### Contractual liability

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

### Employed person(s)

Anyone

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

and under **your** control or supervision.

### Event

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

### Limit of indemnity

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

### Offshore

On or working from, or travelling by sea or air, to, from or between an **offshore** rig, platform or similar **offshore** installation.

### Pollution or contamination

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

Loss, damage or **bodily injury** directly or indirectly caused by such pollution or contamination.

### Products

**Products** that **you** supply, provide or deliver including containers, packaging, labelling, instructions or advice in connection with the product in the course of the **business**.

### Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

### What is covered

#### Awards of damages cover

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

1. **bodily injury** to any person
2. loss of or damage to material property
3. obstruction, trespass, nuisance or interference with any right of way, air, light or water

## Public and products liability *continued*

4. wrongful arrest, defamation resulting from accusation of shoplifting, detention, imprisonment or eviction of any person or invasion of the right of privacy up to €20,000 for any one incident and up to €40,000

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

### Additional business activities cover

The cover under this section includes the following activities of the **business** the management and upkeep of **your premises** and land at the same address providing and managing facilities primarily used for fire prevention, safety or security at **your premises** private work completed with **your** prior consent by an employed person for **your** directors, partners or officers the sale or disposal of **business** assets.

### Claims costs cover

**We** will pay claim costs in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not cover claim costs for any part of a claim not covered by this section.

### Compensation for court attendance cover

**We** will compensate **you** at a rate of

1. €250 per day for any director or partner
2. €150 per day for any **employed person**

for each day that **we** request attendance at court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

### Contingent motor liabilities cover

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

#### 1. **bodily injury**

2. loss of or damage to property not owned or held in trust by **you** or in **your** custody or control

occurring during the **period of insurance** and arising out of

- a. the use by an employed person of their own motor vehicle within the European Union
- b. the movement of any motor vehicle, not owned by, or provided by **you**, or an employed person that is preventing access to, or causing an obstruction within **your premises**

The Road Traffic Act exclusion in this section does not apply to this cover provided that **we** will not pay

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

### Cross liabilities cover

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

## Public and products liability *continued*

### Personal liability cover

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

#### 1. **bodily injury**

2. loss of or damage to material property, not owned by or held in trust by **you** or them, nor in **your** or their custody or control

occurring during the **period of insurance**, incurred in a personal capacity during temporary visits anywhere in the world in connection with the **business**, other than

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

### Safety legislation costs cover

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

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

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

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses

of legal representation, if in the opinion of Counsel (appointed by mutual consent), such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

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

**We** will not cover

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

### Limit of cover

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

1. **pollution and contamination** and /or
2. **products**.

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

## Public and products liability *continued*

**We** will pay claim costs in addition to the **limit of indemnity**.

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

### **X What is not covered**

#### **Aircraft and watercraft exclusion**

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

1. aircraft
2. watercraft or hovercraft (except watercraft not exceeding 8 metres in length or any hand propelled boat or pontoon).

#### **Asbestos exclusion**

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

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

#### **Contractual liability exclusion**

**We** will not cover claims

1. for **contractual liability** in connection with **products**
2. where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim
3. to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

#### **Damage to products exclusion**

**We** will not cover loss of or damage to property forming part of any **products** sold or supplied by **you** caused by or arising from a defect in or the unsuitability of those **products**.

#### **Design and advice and treatment exclusion**

**We** will not cover any claims caused by or arising from any breach of professional duty in relation to

1. advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification or testing undertaken or given for a fee
2. physical, mental, cosmetic or medical treatment of any person (other than first aid treatment).

#### **Employee injury exclusion**

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

## Public and products liability *continued*

### Excess exclusion

**We** will not cover the **excess** of €500 for third party property damage and this will apply to each **event**.

### Foreign manual work exclusion

**We** will not cover legal liability arising outside the Republic of Ireland, except in respect of temporary visits elsewhere by persons ordinarily resident within the Republic of Ireland, where no manual work is involved.

### North American exclusion

**We** will not cover legal liability or any allegation, claim, circumstances or proceedings for **bodily injury** or loss of or damage to property caused by or in connection with any **products**, which to **your** knowledge, are for export, either directly or indirectly, to the United States of America or Canada.

### Manual work away exclusion

**We** will not cover any **bodily injury**, loss or damage caused by or arising out of manual work away from the **premises** other than the collection or delivery of **products** or whilst participating at trade exhibitions or trade fairs for the purpose of the **business**.

### Offshore exclusion

**We** will not cover legal liability arising in connection with any person while **offshore**.

### Pollution and contamination exclusion

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

### Property under your control exclusion

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

But **we** will cover

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

### Punitive damages exclusion

**We** will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

### Recall exclusion

**We** will not cover claims to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw **products** from sale or use.

### Rectification of defects exclusion

**We** will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove **products**, or to make any refund.

## Public and products liability *continued*

### **Road Traffic Act Exclusion**

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

### **Overseas establishment exclusion**

**We** will not cover claims caused by or arising from any associated or subsidiary company of **yours**, or any of **your** branch offices, or any representative of **yours** with power of attorney, registered, having **premises** or resident outside the **policy territories**. or under the order of any government or public or local authority.

### **Airside Exclusion**

**We** will not cover claims caused by or arising from any services in, or on

1. aircraft
2. airport or airfield runways, maneuvering areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

# Employers' liability

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

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 7. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

## Additional persons insured

1. The personal representative of any deceased person entitled to the cover provided by this section but only in respect of liability incurred by the deceased person.
2. At **your** request
  - a. any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions
  - b. any director or **employed person of yours** in connection with the **business**
  - c. any officer or member whilst undertaking their duties in connection with **your**
    - i. canteen, sports, social, educational or welfare organisations
    - ii. fire, security, first aid, medical or ambulance services
  - d. any director or officer of **yours** for whom private work is undertaken by any **employed person**, with **your** prior consent.

**We** will only provide cover if each person keeps to the terms, exclusions and conditions of this **policy**.

## Bodily injury

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

## Claim costs

Costs and expenses

1. of any claimant which **you** or any of the **additional persons insured** become legally liable to pay



## Employers' liability *continued*

2. incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured** including solicitors fees at
  - a. any coroner's inquest or fatal accident inquiry
  - b. summary court proceedings.

### Contractual liability

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

### Employed person(s)

Anyone

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

under **your** control or supervision.

### Limit of indemnity

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

### Offshore

On or working from, or travelling by sea or air, to, from or between an **offshore** rig, platform or similar **offshore** installation.

### Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory

duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

## ✓ What is covered

### Awards of damages cover

**We** will pay the amount of damages which **you**, or any of the **additional persons insured** are legally liable to pay and claim costs as a result of accidental **bodily injury** to any employed person resident in the Republic of Ireland caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

### Additional business activities cover

The cover under this section includes the following activities of the **business**

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

### Claim costs cover

**We** will pay claim costs in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not cover claim costs for any part of a claim not covered by this section.

### Compensation for court attendance cover

**We** will compensate **you** at a rate of

1. €250 per day for any director or partner
2. €150 per day for any employed person

for each day that **we** request attendance at court as a witness in connection with a claim, for which

## Employers' liability *continued*

an award of damages is paid or may be payable under this section.

### Safety legislation costs cover

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

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

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

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

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

**We** will not cover

1. fines, penalties or awards of compensation imposed by a criminal court
2. costs and expenses of an appeal against improvement or prohibition notices

3. costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
4. costs and expenses insured by any other **policy**
5. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Unsatisfied court judgements cover

**We** will at **your** request pay an employed person or their legal personal representatives the amount of any award to that person as a result of a judgement which has been obtained for **bodily injury** against any company, partnership or individual conducting a **business** within the **policy territories** and if such award remains unpaid six months after the date of the judgement.

**We** will only provide cover if

1. there is no outstanding appeal
2. the **bodily injury** was sustained during the **period of insurance** by the employed person while working in connection with the **business**
3. the judgement was obtained in a court within the **policy territories**
4. the employed person or their personal representative assigns the amount of the judgement to **us**.

### Limit of cover

The most **we** will pay for the total of all damages and **claims costs** is the **limit of indemnity** in **your** schedule and will apply to any one claim or series of claims by one or more of the **employed person(s)** arising from one occurrence.

## Employers' liability *continued*

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

### **X What is not covered**

#### **Manual work away exclusion**

**We** will not cover any **bodily injury**, loss or damage caused by or arising out of manual work away from the **premises** other than the collection or delivery of goods or whilst participating at trade exhibitions or trade fairs for the purpose of the **business**.

#### **Offshore exclusion**

**We** will not cover legal liability as a result of **bodily injury** to an employed person while **offshore**.

#### **Road Traffic Act exclusion**

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

### **Section condition**

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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

# Legal expenses

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## Important information

Legal Advice Line - The legal advisory service provided by the Company on an unrestricted basis to the Insured If **you** have a legal or tax issue **you** can obtain free advice by telephoning 01 8658807 Whilst this **Policy** remains in force the service may be used as often as necessary.

**You** can obtain telephone based legal advice on Irish law by calling the AXA legal advice line on **(01) 8658807**.

Advice can be sought on a wide range of areas of law including employment, health and safety and tax. The advice is provided by barristers, solicitors and tax consultants and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations may be recorded.

The AXA legal advice line is not empowered to give advice on the admissibility of any claim under the **policy**. If **you** wish to make a claim **you** must contact the administrator's claims department.

This is a 'claims made' Section of the **Policy** It only covers claims notified to the Company during the **Period of Insurance**.

## Limits of Liability

The maximum liability of the Company under this Section is limited to

1. €150,000 Any One Claim
2. €1,500,000 All claims or legal proceedings made and or notified during the Period of Insurance

## Covers Applicable to this Section

### 1. Contract Disputes

Legal Expenses incurred by reason of the defence or pursuit of legal proceedings in a contractual dispute with a Contracting Party where the contract is for the sale or hire of goods or the supply of a service within the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980

## Legal expenses *continued*

- a** Legal Expenses incurred in the pursuit of a dispute shall be limited to 75% of the amount in dispute
- b** the amount in dispute exceeds €375 and is less than the upper limit of the district court
- c** where the dispute relates to monies owed to the Insured and liability for the debt is not contested the Insured refers the debt to the Debt Collection Service within thirty days of the Due Date and agrees use of the service shall be paid for by the Insured If the Debt Collection Service exhausts its normal recovery procedure and recommends to the Company legal proceedings are necessary the Insured shall immediately submit a claim under this Section

### **Exclusions applicable to 1 Contract Disputes**

- a** the first €375 of Legal Expenses incurred in Any One Claim
- b** breach or alleged breach of the duty of a professional
- c** bills of exchange credit and securities or guarantee or contracts governed by or disputes relating to the Consumer Credit Act 1995
- d** assignment agency franchise or bailment other than hire
- e** employment disputes or any dispute in respect of a contract of service
- f** landlord and tenant disputes
- g** any dispute to be determined at Arbitration
- h** construction contracts
- i** insurance contracts
- j** disputes arising out of motor vehicles

## **2. Employment Disputes**

- a** Legal Expenses incurred by the Insured in defending legal proceedings following a dispute with an Employee ex Employee

or prospective Employee concerning their contract of employment with the Insured or a breach of employment related legislation and

- b** Awards of Compensation in respect of such legal proceedings provided in respect of a) – g) below the Insured has sought and followed with due diligence the advice of the Legal Advice Line as to the procedure to be adopted and has received specific authorisation from the legal advice line
- c** prior to carrying out any disciplinary procedure or action
- d** prior to the dismissal of an Employee
- e** prior to implementing a redundancy programme and prior to making an Employee redundant
- f** upon notification formally or informally of a grievance from an Employee
- g** upon notification formally or informally of a complaint of sexual racial or religious discrimination or discrimination relating to disability or sexual orientation
- h** prior to any adverse variation of the terms or conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration)
- i** on becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an Employee walking out with or without notice

### **Exclusion applicable to 2 Employment Disputes**

- a** Legal Expenses and Awards of Compensation under any contractual or legislative provision insofar as any claim arises from or is connected with any **business** transfer falling within the scope of the European Communities (Protection of Employees on Transfer of Undertakings Directive 2001/23/EC

## Legal expenses *continued*

### 3. Criminal Prosecution Defence

Legal Expenses incurred in defending a prosecution in a court of criminal jurisdiction including an appeal by the Insured against the service of an Improvement or Prohibition Notice under Section 67 of the Safety Health and Welfare at Work Act 2005 or the Food Safety Authority of Ireland Act 1998

#### Exclusions applicable to 3 Criminal Prosecution Defence

- a** the ownership possession hire or use of a motor vehicle
- b** any prosecution relating to or arising from investigations by the Revenue Commissioners or the Department of Social and Family Affairs
- c** any prosecution alleging violence or dishonesty

### 4. Property Disputes

Legal Expenses incurred in the pursuit or defence of legal proceedings in respect of

- a** dispute over the possession of freehold or leasehold Property
- b** dispute in respect of actual or alleged negligence nuisance or damage to Property including fixtures and fittings provided the Insured will suffer financial loss if the Insured fails to pursue or defend the claim or legal proceedings

#### Exclusions applicable to 4 Property Disputes

- a** mining or other subsidence or heave however caused
- b** a contract other than agreement for use
- c** any dispute relating to rent or service charges tax planning or building regulations/decisions compulsory purchase orders or renewal of a contract for use

### 5. Data Protection

Legal Expenses incurred in defending legal proceedings arising out of the General Data Protection Regulations The Company further agrees to indemnify the Insured against compensation awards which the Insured is ordered to pay consequent upon the holding loss or unauthorised disclosure of data due to an action arising out of General Data Protection Regulations Provided that any compensation award follows the unsuccessful defence of an action arising out of the General Data Protection Regulations to which the Company has consented

### 6. Tax Protection

Professional expenses incurred by the insured in any Revenue Commissioners (“Revenue”) investigation or VAT dispute against the insured in respect of:

#### Sub-Section 6A

Revenue Investigations

- a** Representation of the insured in a Revenue detailed investigation (comprehensive audit) into an insured’s Self Assessment Return only insofar as the audit relates to the insured’s **business** affairs
- b** Representation of the insured at Revenue Employer Compliance dispute into the **business(s)** PAYE/PRSI returns
- c** Appeals by the Insured at an Appeal Commissioners Hearing (“Hearing”) following a claim in respect of a) and b) above and at the appeal against a decision following such Hearing Provided that
  - i** in the case of a full audit the Revenue have issued a Notice under Part 38 Chapter 4 Taxes Consolidation Act 1997 (as amended by subsequent Finance Acts and Statutory Instruments)

## Legal expenses *continued*

- ii in the case of an Employer Compliance dispute there is a reasonable prospect of reducing the liabilities alleged by the Revenue and the dispute follows an audit visit by the Revenue
- iii the company has consented to representation at a Hearing and any subsequent appeal

### Subsection 6B – VAT Disputes

- a representation of the Insured in respect of the local review procedure in order to reach agreement with Revenue
- b representation of the Insured at an Appeal Commissioners hearing
- c representation of the Insured at an appeal against an Appeal Commissioners decision

Provided that

- i a written decision assessment or statement of alleged arrears has been made by Revenue into Value Added Tax and/or Value Added Tax default surcharges and misdeclaration penalties
- ii the dispute follows a control visit by Revenue and there is a reasonable prospect of reducing the liabilities alleged by Revenue
- iii the company has consented to the representation at a VAT Appeal Commissioners appeal and any subsequent appeal

### Exclusions applicable to 6 Tax Protection

- a technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction with the insured's affair
- b the defence of a criminal prosecution
- c Taxation proceedings which arise out of negligent misstatements or omissions made by or on behalf of the Insured in respect of returns or accounts or where

there has been a lack of reasonable care in the keeping of **business** books and records

- d any claim or proceedings which result solely from investigation of earlier accounts or records
- e any claim made where Corporation Tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position and/or a restricted loss relief under Part 47 Chapter 6 Taxes Consolidation Act 1997 as amended
- f any claim made where the income tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position under Part 47 Chapter 6 Taxes Consolidation Act 1997 as amended
- g The preparation and/or correction of Self Assessment Returns accounts income tax returns P11Ds P35s VAT returns or any other statutory returns
- h Any investigation undertaken by any of the Investigations and Prosecutions Divisions of the Revenue or any enquiry under Sections 27 to 31 of the VAT Act 1972 (as amended)
- i An enquiry into the validity of a claim for a spouses increase in the standard rate tax band
- j Any dispute in connection with the payment of the National Minimum wage
- k A dispute or enquiry in respect of the non operation of PAYE/PRSI where the Revenue take the view that the person engaged is an employee and not a self employed person

## 7. Statutory Licence

Legal Expenses incurred in the defence of the suspension revocation imposed alteration of or refusal to renew a licence or certificate of registration issued under statute or statutory instrument or by government or local authority to the Insured

## Legal expenses *continued*

Provided that

- a** such licence or certificate of registration is necessary to engage in the **Business** activity of the Insured and has been declared to the Company in the Proposal or Renewal Declaration
- b** the Insured has sought the advice of the Legal Advice Line as to the procedure to be adopted immediately upon receipt of any verbal or written warning from a person in authority which in any way either directly or indirectly affects or may affect the Insured's licence or certificate of registration and has acted on all such advice with due diligence

### Exclusions applicable to 7 Statutory Licence

- a** the first €375 of Legal Expenses incurred in Any One Claim
- b** disciplinary or internal hearings conducted by authorities charged with the regulation of the Insured in the performance of Professional Duty nor for any appeal
- c** any claim or legal proceedings arising out of an alteration or refusal to renew a licence or certificate of registration which is imposed by Act of the Oireachtas
- d** any costs incurred in complying with a notice or order whether incidental or not
- e** any claim or legal proceedings arising out of the use or ownership of a motor vehicle

### General Exclusions Applicable to Legal Expenses Section

- a** The defence of the Insured in civil legal proceedings arising from
  - i** injury or disease
  - ii** loss destruction or damage of or to property
  - iii** Alleged breach of any Professional Duty
  - iv** any tortious liability (other than

as specified in Cover 4 Property Disputes)

- b** Any claim or legal proceedings made brought or commenced outside the Territorial Limits
- c** Legal Expenses or Professional Expenses incurred without the Company's prior written consent
- d** Fines or other penalties imposed by a court or tribunal
- e** Any dispute with Government or Local Authority departments concerning the imposition of statutory charges
- f** Disputes between Insureds as specified in the Schedule or any endorsement thereto or with any parent or subsidiary company or partner
- g** Any claim arising out of the deliberate conscious intentional or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent claims or legal proceedings
- h** Any claim arising out of intellectual property or breach of confidentiality or passing off actions whether related to intellectual property or not
- i** Any Legal Expenses incurred in connection with a judicial review
- j** Any claim relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this **Policy** and which the Insured knew or ought reasonably to have known may give rise to a claim dispute or legal proceeding by or against the Insured
- k** Legal Expenses or Professional Expenses incurred by the Appointed Representative for the routine presentation of the Insured's affairs or for matters which go beyond the immediate scope of the claim or legal proceedings
- l** Appeals arising out of legal proceedings to which the Company has not granted consent



## Legal expenses *continued*

- m** Any claim or legal proceedings in respect of which the Insured is or but for the existence of this Certificate would be entitled to indemnity under any other insurance **policy** or legal aid certificate or representation order
- n** Any claim consequential loss legal liability or any loss or damage to property directly or indirectly caused by or contributed to by seepage pollution or contamination of any kind
- o** Any dispute between the Insured the Company or the Appointed Representative
- iii** where the Insured enters a guilty plea in respect of a criminal prosecution (Part 3) there are reasonable prospects of significant mitigation of the Insured's fines or penalties If during the course of the claim the Insured ceases to satisfy the Company in respect of a) and b) above indemnity will be withdrawn in respect of Legal Expenses and Awards of Compensation and Professional Expenses

The Company at its discretion may require the Insured to obtain an opinion from Counsel at the Insured's expense as to the merits of a claim or legal proceedings If the Insured elects to proceed with the pursuit or defence of a claim or legal proceedings to which the Company's consent has been refused through lack of reasonable prospects and if the Insured is successful in such pursuit or defence the Company will indemnify Legal Expenses or Professional Expenses incurred after the Company has refused consent as if consent had been granted

## Special Conditions for Claims Settlement Applicable to Legal Expenses Section

### 1. Claims Procedure

The Company is to be notified in writing immediately the Insured becomes aware of any cause event circumstance dispute or investigation which has given rise or may give rise to a claim or legal proceedings involving the Insured For queries in this regard please contact (01) 8658807

### 2. The Company's Consent

It is a condition for Legal Expenses Professional Expenses or Awards of Compensation that the Company's consent to incur Legal Expenses or Professional Expenses must firstly be obtained in writing The Company will grant consent if the Insured can satisfy the Company

- a** It is reasonable to incur Legal Expenses or Professional Expenses and
- b i** the Insured has reasonable prospects of recovery of damages or other remedy or
- ii** the Insured has reasonable prospects of a successful defence or

### 3. Conduct of Claim

#### a Choice of Appointed Representative

Where recourse is necessary to a lawyer and proceedings are issued the Insured is free to choose an Appointed Representative with the Insured paying the first €1,500 of Legal Expenses incurred in respect of Any One Claim In all other cases the Company will choose an Appointed Representative to act on behalf of the Insured in any claim

The name and address of the Appointed Representative the Insured proposes to instruct must be notified in writing to the Company The Company may accept such nomination provided the Company is satisfied the nominated Appointed Representative will co-operate and

## Legal expenses *continued*

enable the Insured to comply with the terms of this **Policy** and provided the Company and the nominated Appointed Representative reach agreement as to the Appointed Representative's fees In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured

### **b Disclosure to the Appointed Representative**

The Insured must give to the Appointed Representative all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insured's possession The Insured must provide obtain or execute all documents as necessary and attend meetings or conferences as requested Cover may be withdrawn if the Insured fails to co-operate at all or within a reasonable time with the Appointed Representative's requests

### **c The Company's Access to Information**

The Company is entitled to receive from the Appointed Representative any information document or advice in connection with any claim or legal proceedings even if privileged On request the Insured will give to the Appointed Representative any instructions necessary to secure the required access

### **d Recovery of Costs and Payment of Legal Expenses and Professional Expenses**

All bills the Insured receives from the Appointed Representative must be forwarded to the Company without delay If the Company so requires the Insured must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society or court

The Insured is responsible for payment of all Legal Expenses Professional Expenses or Awards of Compensation The Company will reimburse the Insured

or may settle these direct if requested by the Insured to do so

The Insured must not enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses without the Company's written consent

Whenever the Insured is awarded costs or under the terms of any settlement where costs are included those costs are to be repaid to the Company whether actually recovered or not The Insured and their Appointed Representative must make every effort to make a full recovery of costs Where a settlement purports to be a global or a without costs settlement the Insured agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the Company

### **e Value Added Tax**

If the Insured is registered for VAT the Company will not pay the VAT element of any Legal Expenses or Professional Expenses bills

### **f Instruction of Counsel and Experts**

If in the course of any claim or legal proceedings the Appointed Representative wishes to instruct Counsel or an expert their name and an explanation of the necessity for such instruction must be submitted to the Company for consent to the proposed instruction which will not be unreasonably withheld

### **g Offer of Settlement**

It is a condition that the Insured must inform the Company in writing as soon as an offer to settle a claim or legal proceedings is received and before the Insured proposes to make an offer In any settlement the Insured must have regard to Legal Expenses or Professional Expenses incurred or likely to be incurred and the recovery thereof Under no circumstances must the Insured enter into any agreement to settle without

## Legal expenses *continued*

the Company's prior written consent which will not be unreasonably withheld. If the Insured unreasonably rejects an offer of settlement that the Company recommends acceptance of no further indemnity shall be provided by the Company.

### **4. Appeal Procedure**

If following legal proceedings to which the Company has consented the Insured wishes to appeal against the judgement or decision of a court or tribunal the grounds for such appeal must be submitted to the Company through the Appointed Representative immediately or as soon as practicable so the Company may consider whether to consent to such further action. If an appeal is lodged against a judgement or decision of a court or tribunal made in favour of the Insured following legal proceedings to which the Company has consented the Insured must notify the Company immediately in order that cover shall continue. The Company will inform the Appointed Representative of its decision. If the Company so requires it the Insured must cooperate in an appeal against the judgement or decision of a court or tribunal.

### **5. Insolvency or Liquidation of the Insured**

If the Insured becomes insolvent or is placed in liquidation during the course of any claim or legal proceedings to which the Company has consented the Company shall reserve the right to withdraw that consent. The Insured shall be deemed insolvent or in liquidation upon the appointment of a liquidator or a receiver within the meaning laid down in the Companies Act 2014 as amended.

# Caring for you

There may be times when **you** feel **you** do not receive the service **you** expect from **us**.

This is **our** complaints process to help **you**.

- ▶ For a complaint about **your policy**, contact **your Broker** or local **AXA Insurance branch**.
- ▶ For a complaint about **your claim**, contact **our** claims action line on **01 8583233**.

If **we** cannot sort out **your** complaint, **you** can contact **our** Customer Care Department on **0818 505505** or:

- ▶ email: **axacustomercare@axa.ie**; or
- ▶ write to **AXA Insurance, Customer Care, Freepost, Dublin 1**.

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

Financial Services and Pensions Ombudsman Office

Lincoln House, Lincoln Place,

Dublin 2, D02 VH29

Phone: +3531 567 700

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

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

## **Our** promise to **you**

**We** will reply to **your** complaint within five days.

**We** will investigate **your** complaint.

**We** will keep **you** informed of progress.

**We** will do everything possible to sort out **your** complaint.

**We** will use feedback from **you** to improve **our** service









## We're here to help.

If **you** have questions,  
phone **your Broker**, contact **your  
local AXA Branch** or go to **axa.ie**

For help with claims, ring **us** on  
**01 8583233**  
(From outside ROI 003531 8583200)