

MasterPackage - Commercial Package Insurance Policy

Chubb European Group SE
5 George's Dock
IFSC Dublin 1
DO1 X897
Ireland

T: 01 440 1700

www.chubb.com/ie

Introduction

In consideration of the **Insured** named in the **Schedule** hereto having paid or agreed to pay to Chubb European Group SE (hereinafter called the "**Company**") the Premium mentioned in the said **Schedule** the **Company** will (subject to the terms, Exclusions, Extensions, provisions and Conditions, both Special and General, contained herein or endorsed hereon) insure in the manner and to the extent provided herein, in respect of any Section stated in the **Schedule** as "Insured" and in respect of events happening during the **Period of Insurance**.

The "Insured" Sections (including any **Sub-Limits of Liability**) of this **Policy** are indicated in this **Schedule**. Unless a particular Section and/or a particular **Sub-Limit of Liability** is identified as being "Insured" (by having the words "Insured", as stated herein or similar and/or with a monetary value noted), it is of no effect and no cover is granted under it.

Certain words and expressions in this **Policy** are defined to have a particular meaning. These have the same meaning wherever they appear in the **Policy** (unless otherwise stated), and are defined in the General Definitions.

Other Definitions have meanings particular to the various Sections, Endorsements and/or Extensions in which they appear, and are more expressly defined in the appropriate Sections, Endorsements and/or Extensions.

All Definitions and/or entries referred to in the **Schedule** in this **Policy** with a capital letter are highlighted in bold wherever they appear in the **Policy** wording to help identify them, wherever any similar words which do not start with a capital letter and are not highlighted in bold appear in the **Policy** wording, their literal meaning applies.

Other than where used in the General Definitions and specific Section, Endorsement and/or Extension Definitions, the headings are for reference only and shall not be considered when determining the meaning of this **Policy** (other than to determine, where relevant, which Section(s), Endorsement(s) and/or Extension(s) Clauses apply).

This **Policy** together with its **Schedule** and any attached Endorsements is a legal contract which shall constitute the entire contract between the parties, and should be examined carefully and if incorrect returned immediately for alteration.

SIGNED for and on behalf of the **Company** by



Jim Duncan,

Country Manager, Ireland

Schedule (Full Value)

Policy Number: IEPKNA14879

Insured:	Carra Shore Hotel (Waterford) Limited. T/a Waterford Marina Hotel
Address:	Canada Street, Waterford, W12 E284 Ireland
Period of Insurance:	From 1st February 2023 LST
	To 31st January 2024 LST
	Both days inclusive. LST (Local Standard Time)
The Business:	Hotel (Including Underground Car Park) And Property Owner
Premises: (described herein)	means premises (as per details lodged with the Company), anywhere within the Territorial Limits, owned, leased or occupied by the Insured for the purpose of the Business.

The Premium:

	Insurance Premium	Taxes	Total
All Section Premiums (other than Terrorism in Great Britain):	EUR 14,006.55	EUR 700.33	EUR 14,706.88
Terrorism in Great Britain Premium:	EUR 0.00	EUR 0.00	EUR 0.00
OVERALL TOTAL:	EUR 14,006.55	EUR 700.33	EUR 14,706.88

Sections 1 and 2: Property Damage and Business Interruption

Territorial Limits:	<p>The Republic of Ireland.</p> <p><u>In respect of Section 1:</u></p> <p>“Mobile Communication Property - Worldwide” Extension applies anywhere in the world other than the Excluded Territories;</p> <p>“Other Locations - Unspecified Premises (Contents and Stock)” Extension applies anywhere in the world other than the Excluded Territories.</p> <p><u>In respect of Section 2:</u></p> <p>“Customers’ and Suppliers’ - Specified” Extension applies at such stated locations;</p> <p>“Mobile Communication Property - Worldwide” Extension applies anywhere in the world other than the Excluded Territories;</p> <p>“Unspecified Locations” Extension applies anywhere in the world other than the Excluded Territories.</p>
Limit of Liability Accumulation:	<p>The maximum liability of the Company under Sections 1 and 2 of this Policy in respect of a single Occurrence regardless of the number of locations or coverages involved shall not exceed the applicable Limit(s) of Liability as specified in the Schedule.</p> <p>However, when a Sub-Limit of Liability for a location or other specified property or coverage is shown, such Sub-Limit will be the maximum amount payable for any loss or damage arising from physical loss or damage at such location or involving such other specified property or such coverage.</p>

	The Sub-Limits of Liability specified in the Schedule and as may be specified elsewhere in Sections 1 and 2 of this Policy are programme sub-limits of liability, unless otherwise stated.	
Maximum Indemnity Period:	Section 2:	
	Gross Revenue / Gross Profit / Increase in Cost of Working	24 months
	Additional Increase in Cost of Working (further to Gross Profit / Gross Revenue)	24 months
	Rent Receivable	24 months
	Rent Payable	24 months
	Research Establishment Expenditure	12 months
	Extensions	Maximum Indemnity Period (and not as otherwise stated above)
	Computer Additional Rent	Refer to Policy for applicable terms
	Denial of Access – Damage	3 months
	Denial of Access – Non-Damage	3 months
	Loss of Attraction	3 months
	Public Utilities – Damage	3 months
	Restrictions on the use of the Premises	3 months
Excess / Time Excess (waiting periods):	In respect of Sections 1 and 2 of this Policy the Excesses detailed below apply to each and every Occurrence: EUR 1,000 in respect of subsidence, heave or landslip; EUR 100 in respect of money; EUR 50 in respect of personal effects; EUR 1,000 in respect of all other losses.	
	The following Extensions under Section 2 of this Policy do not apply for the stated first period of interruption of or any interference with the Business (which means the period immediately following Damage (as defined in Section 2) before the Indemnity Period commences and during which time the Company shall not be liable for any loss sustained by the Insured):	
	Extension	Time Excess (waiting periods)
	Breakdown of Computer Equipment	24 Hours
	Breakdown of all other Machinery, Plant and Contents	48 Hours
	Denial of Access - Damage	12 Hours
	Denial of Access - Non-Damage	12 Hours
	Loss of Attraction	7 Days
	Outsourced Activities	12 Hours
	Public Utilities - Damage	12 Hours
Restrictions on the use of the Premises	24 Hours	

Section 1 – Property Damage – INSURED

The Property Insured:	Item No.	Description	Declared Value	(Day One % Uplift)	Limit of Liability
	1.	The Buildings at the described Premises	EUR 8,000,000	15%	EUR 9,200,000
	2.	The Contents at the described Premises	EUR 2,028,000	15%	EUR 2,332,200
	3.	The Stock at the described Premises	EUR 40,000	N/A	EUR 40,000
			Total Limit of Liability		EUR 11,572,200

Sub-Limits of Liability:

The liability of the Company shall not exceed the following Sub-Limits of Liability in respect of:

- all claims arising out of any one Occurrence
- all claims arising out of all Occurrences during the Period of Insurance (the Aggregate Limit)
- Sub-Limits form part of the Total Limit of Liability stated above and do not apply in addition to it unless otherwise stated herein.

If more than one Sub-Limit applies to the same loss, the Company's liability will be limited to the lesser Sub-Limit.

Costs, Fees and Expenses

	Any one Occurrence (if insured)	Aggregate Limit (if applicable)
Additional Costs of Construction – Energy Efficiency	EUR 100,000	
Computer Equipment Repair Investigation Costs	EUR 25,000	
European Union and Public Authority Requirements and Sprinkler Upgrading Costs: (including Undamaged Property):	Included in the Buildings Limit of Liability Refer to Policy for applicable terms	
Fire Brigade Charges and Extinguishing Expenses	EUR 50,000	
Loss Prevention Expenses	EUR 10,000	
Professional Fees	Included in the Buildings Sum Insured or EUR 250,000 where there is no Buildings cover	
Recompilation Costs - Valuable Papers	EUR 50,000	
Removal of Debris and Cleaning/Clearance of Drains	10% of the Declared Value at each separate Premises subject to a maximum of EUR 250,000	
Repair Investigation Costs (other than Computer Equipment)	EUR 25,000	
Waste Disposal Costs	Refer to Policy for applicable terms	

Extensions

Breakdown of Computer Equipment (Property Damage and Business Interruption combined)	Computer Equipment Limit of Liability (as declared)	
Breakdown of all other Machinery, Plant and Contents (Property Damage and Business Interruption combined)	EUR 100,000	
Capital Additions - Newly Acquired / Alterations to Existing Premises	10% of the Declared Value at each separate Premises subject to a maximum of EUR 1,000,000	
Computer Reinstatement of Data	EUR 25,000	
Contract Works	EUR 50,000	
Customers' Goods	Included in the Stock Limit of Liability	
Deterioration of Refrigerated Property (the contents of any one cabinet or compartment)	EUR 10,000	
Exhibitions, Fair or Trade Shows	EUR 100,000	
Fly Tipping	EUR 25,000	EUR 25,000
Glass (Extended)	15% of the Declared Value at each separate Premises subject to a maximum of EUR 250,000	
Greening Reinstatement	EUR 25,000	
Hired in Plant and Continuing Hire Charges	EUR 25,000	
Inadvertent Errors and Omissions (Property Damage and Business Interruption combined)	10% of the Declared Value at each separate Premises subject to a maximum of EUR 100,000	
Involuntary Betterment	EUR 50,000	
Leased Premises	EUR 250,000	
Locks or Access Control Equipment	EUR 10,000	
Machinery Movement	EUR 50,000	
Military or Public Authority	EUR 25,000	
Mobile Communication Property - Worldwide (Property Damage and Business Interruption combined)	EUR 50,000	
Money:		
1. consisting of crossed cheques, crossed national giro payment orders, crossed bankers' drafts, Value Added Tax (V.A.T.) purchase invoices, crossed postal orders, crossed money orders, National Savings certificates, premium bonds, credit card and debit card vouchers and unused franking machine units	EUR 500,000	

2. in transit to or from the described Premises in the custody of any principal or authorised employee of the Insured or by security carrier	EUR 10,000	
3. in the Premises during Business Hours	EUR 10,000	
4. in the Premises out of Business Hours secured in locked safe or strong room	EUR 10,000	
5. in the Premises out of Business Hours not secured in locked safe or strong room	EUR 1,000	
6. in the post or in residence of any principal or authorised employee of the Insured	EUR 1,000	
7. in bank night safe	EUR 10,000	
Loss, destruction or damage to any safe, strong room, or franking machine or any case, bag or waistcoat designed for the carriage of Money as a result of theft or attempted theft	The cost of repair or replacement	
Loss due to fraudulent use of credit cards	EUR 500 per card	
Loss, destruction or damage to employees' clothing and personal effects due to theft or attempted theft, by violence or threat of violence, of Money	EUR 500 per person	
Motor Vehicles	EUR 100,000	
New Acquisitions (Property Damage and Business Interruption combined) (in respect of any one location)	EUR 500,000	
Other Locations:-		
1. Temporary Removal (Contents)	10% of the Declared Value or EUR 100,000 whichever is the lower	
2. Temporary Removal (Valuable Papers)	10% of the Declared Value at each separate Premises subject to a maximum of EUR 25,000	
3. Unspecified Premises (Contents and Stock)	EUR 250,000	
Personal Accident Assault - per person:		
Bodily Injury	EUR 30,000	
Temporary Total Disablement - for each week of its continuance not exceeding 104 weeks from the date of disablement	EUR 300	
Personal Effects (other than those specifically covered under the Money Extension scenario)	EUR 1,000 per person	
Privity of Contract	EUR 50,000	
Purchasers' Interest	The Buildings Sum Insured	

Reinstatement to Match	EUR 50,000	
Specified Items - All Risks Cover:		
Property Insured:		
Theft Damage to Buildings	EUR 50,000	
Transit	EUR 50,000	
Undamaged Stock and Loss on Resale	EUR 100,000	
Undamaged Tenants' Improvements and Betterments	EUR 100,000	
Chubbflex	EUR 500,000	
<p>Subject to a maximum of 10% of the Declared Value at each separate Premises not to exceed</p> <p>EUR 100,000 in respect of 1. and/or 4. (noted below).</p> <ol style="list-style-type: none"> 1. Arson, Theft, Terrorism or Criminal Damage Reward 2. Customer Default on Deferred Payments 3. Damage by Emergency Services 4. Expediting Costs and Temporary Repairs 5. Fine Art 6. Incompatibility of Computer System Records 7. Landscaping 8. Loss of Metered Utilities 9. Pairs and Sets 10. Processing Water 11. Research and Development Property 12. Trace and Access 13. Unauthorised use of Electricity, Gas or Water <p><i>N.B. If any of the items listed above are more specifically insured by way of a separate item in the Schedule or by Endorsement then such item is deemed excluded from this Chubbflex cover.</i></p>		

Section 2 – Business Interruption – INSURED

The Interests Insured:	Item No.	Description	Estimate	(% Uplift)	Limit of Liability
	1.	Gross Profit	Not Insured	33 1/3%	Not Insured
		Adjustable			

2.	Gross Revenue	EUR 2,100,000	33 1/3%	EUR 2,800,000
	Adjustable			
3.	Additional Increase in Cost of Working (further to Gross Profit / Gross Revenue)			Not Insured
4.	Increase in Cost of Working			Not Insured
5.	Rent Payable			Not Insured
6.	Rent Receivable			Not Insured
7.	Book Debts			EUR 500,000
8.	Research Establishment Expenditure			Not Insured
9.	Flexible First Loss Limit (calculated as any combination of Gross Profit, Gross Revenue, Additional Increase in Cost of Working (further to Gross Profit / Gross Revenue), Increase in Cost of Working, Rent Receivable and Research Establishment Expenditure thereto during the Indemnity Period)			Not Insured

Sub-Limits of Liability:

The liability of the Company shall not exceed the following Sub-Limits of Liability in respect of:

- all claims arising out of any one Occurrence
- all claims arising out of all Occurrences during the Period of Insurance (the Aggregate Limit)
- Sub-Limits form part of the Limit(s) of Liability and do not apply in addition to it/them unless otherwise stated herein.

If more than one Sub-Limit applies to the same loss, the Company's liability will be limited to the lesser Sub-Limit.

Extensions: A. Following Damage

	Any one Occurrence (if insured)	Aggregate Limit (if applicable)
Advance Profits	EUR 25,000	
Breakdown of Computer Equipment	Included in Section 1	
Breakdown of all other Machinery, Plant and Contents	Included in Section 1	
Computer Additional Rent	EUR 25,000	
Depreciation of Stock - Business Interruption	EUR 10,000	
Fines and Damages	EUR 25,000 subject to the maximum stated herein in respect of loss of interest	
Inadvertent Errors and Omissions	Included in Section 1	
Intergroup Dependency – Business Interruption at a Non Damaged Premises	10% of the Estimate Figures advised at each separate Premises subject to a maximum of	

	EUR 1,000,000	
Loss of Attraction	EUR 100,000	EUR 100,000
New Acquisitions (in respect of any one location)	Included in Section 1	
Public Relations Expenses	EUR 50,000	

Extensions: B. Following Damage, Premises not Occupied by the Insured

	Any one Occurrence (if insured)	Aggregate Limit (if applicable)
Contract Sites	EUR 25,000	
Customers' and Suppliers' premises - Specified as follows:		
Situations:		
Customers' premises – Unspecified	EUR 250,000	
Suppliers' premises – Unspecified	EUR 250,000	
Denial of Access – Damage	EUR 500,000	EUR 500,000
Mobile Communication Property – Worldwide	Included in Section 1	
Outsourced Activities	EUR 100,000	
Public Utilities – Damage	EUR 500,000	
Transit	EUR 50,000	
Unspecified Locations	EUR 250,000	

Extensions: C. Non-Damage

	Any one Occurrence (if insured)	Aggregate Limit (if applicable)
Denial of Access – Non-Damage	EUR 250,000	EUR 250,000
Restrictions on the use of the Premises	EUR 250,000	EUR 250,000

Section 3 - Terrorism in Republic of Ireland – INSURED

Limit of Liability	EUR 12,173,000 any one Occurrence and in the aggregate.
The Property and Interests Insured	Applicable to Section 1 – Property Damage and Section 2 – Business Interruption (if shown as Insured).
Deductible	All claims in respect of loss, destruction or damage to property arising out of any one Occurrence shall be adjusted as one loss and from the amount of each such adjusted loss there shall be deducted the sum of EUR 25,000.
Indemnity Period	12

Sections 4 and 5: Employers' Liability and Public and Products Liability

Territorial Limits:	<p>In respect of Section 4: anywhere within the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> <p>Elsewhere in the world the indemnity granted by this Section is extended to apply in respect of any Employee whilst temporarily outside the Territorial Limits stated above, provided that such Employee normally resides within the Territorial Limits stated above.</p> <p>In respect of Section 5: anywhere within the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> <p>Elsewhere in the world the indemnity granted by this Section:</p> <ul style="list-style-type: none"> a is extended to apply in respect of the activities (excluding manual work outside the member countries of the European Union and the United Kingdom) in the course of the Business of directors, partners and/or Employees of the Insured temporarily engaged outside the Territorial Limits stated above; and b shall apply to occurrences anywhere in the world caused by Products supplied from or worked upon in the Territorial Limits stated above.
Excess:	<p>In respect of Sections 4 and 5 of this Policy the Excesses as detailed below apply:</p> <p>Section 4: EUR 5,000</p> <p>Section 5:</p> <ul style="list-style-type: none"> a EUR 5,000 in respect of any amount (including Costs and Expenses) otherwise paid or incurred: <ul style="list-style-type: none"> i. in respect of any one occurrence or any series of occurrences arising directly or indirectly from one source or original cause happening in; and/or ii. to the extent that this Policy applies, in respect of claims or legal proceedings brought or originating in the United States of America or Canada or in any territory within the jurisdiction of either such country; b EUR 1,000 in respect of each Occurrence under Special Extension 1. Product Recall Expenses; c EUR 5,000 per incident per incident under Special Extension 2. Environmental Liability; d EUR 5,000 in respect of each Occurrence under Special Extension 4. Crisis Response; otherwise e EUR 1,000 in respect of any one occurrence or any series of occurrences arising directly or indirectly from one source or original cause. <p>Provided that:</p> <ul style="list-style-type: none"> a the Excesses do not apply to liability in respect of Bodily Injury other than in respect of occurrences, claims or legal proceedings brought or originating in the United States of America or Canada or in any territory within the jurisdiction of either such country; b this Clause does not apply to General Data Protection Regulation Extension; c if any payment by the Company shall include an amount for which the Insured is responsible hereunder such amount shall be repaid to the Company immediately.
Co-insurance Retention	<p>In respect of the Section 5 General Data Protection Regulation Extension the following co-insurance retention applies:</p> <p>Ten percent (10%) of the total amount of damages and Costs and Expenses or the first EUR 10,000 whichever is the greater of any amount payable in respect of any one claim or number of claims arising from one original cause.</p>

Section 4 – Employers’ Liability – NOT INSURED

Limit of Liability | EUR 13,000,000 any one claim or series of claims arising out of any one occurrence.

Section 5 – Public and Products Liability – NOT INSURED

Limit of Liability | EUR 3,000,000 any one occurrence or of any series of occurrences arising directly or indirectly from one source or original cause (and in the aggregate for Products)

Sub-Limits of Liability:

The liability of the Company shall not exceed the following Sub-Limits of Liability in respect of:

- all claims arising out of any one occurrence/Occurrence/Pollution Condition;
 - all claims arising out of all occurrences/Occurrences/Pollution Conditions during the Period of Insurance (the Aggregate Limit);
 - Sub-Limits form part of the Limit of Liability and do not apply in addition to it;
- unless otherwise stated herein.

If more than one Sub-Limit applies to the same loss, the Company’s liability will be limited to the lesser Sub-Limit.

Extensions

	Any one claim (if insured)	Aggregate Limit (if applicable)
General Data Protection Regulation Extension Retroactive Date: 01 February 2023	EUR 1,000,000	EUR 1,000,000

Special Extensions

	Any one: (if insured)	Aggregate Limit (if applicable)
Crisis Response	EUR 100,000 any one Occurrence	EUR 100,000
Data Breach and Cyber Attack	EUR 100,000 any one Occurrence	EUR 100,000
Environmental Liability Retroactive Date: 01 February 2023	EUR 100,000 any one Pollution Condition	EUR 100,000
Product Recall Expenses Retroactive Date: 01 February 2023	EUR 50,000 any one Occurrence	EUR 50,000

Section 6 – Chubb Basket

Limit of Liability

The liability of the Company shall not exceed the following Limits/Sub-Limits of Liability in respect of:

- all claims arising out of any one Crime/claim/occurrence/Insured Event
- all claims arising out of all Crimes/claims/occurrences/Insured Events during the Period of Insurance (the Aggregate Limit)
- Sub-Limits form part of the Limit of Liability and do not apply in addition to it

Unless otherwise state herein.

Section 6A – Marine Cargo – NOT INSURED

Section 6B – Kidnap and Extortion Expenses – NOT INSURED

Claims Preparation Costs – General Condition

Sub-Limits of Liability:

The liability of the Company shall not exceed the following Sub-Limit of Liability:

	Any one Occurrence (if insured)	Aggregate Limit (if applicable)
Sections 1 and 2	EUR 50,000 in respect of all claims arising out of any one Occurrence	EUR 100,000 in respect of all claims arising out of all Occurrences during the period of Insurance
Sections 4 and 5	Not Insured	Not Insured

Excess

Where cover in respect of any one occurrence or claim (as applicable) is provided under more than one Section/Extension of this Policy, the highest Excess shall apply.

This first amount shall not erode the Limits of Liability shown in the Schedule. Claims handling up to this amount shall be the responsibility of the Insured.

MP424b

Excluded Territories General Definition – Restated

General Definition Excluded Territories of this **Policy** is deleted and restated, as follows:

Excluded Territories

means Afghanistan, Angola, the Republic of Belarus, the territory of Crimea, Cuba, Guinea-Bissau, Guyana, Iran, Iraq, Liberia, Libya, Myanmar, North Korea, the Russian Federation, Sierra Leone, North Sudan, South Sudan, Syria, Tibet, Ukraine, Venezuela and Yemen.

MP425a

Specified Territory Exclusion Endorsement (Belarus, Russia and/or Ukraine)

This Clause applies to the following Sections (when insured under this **Policy**):

- 1 Property Damage;
- 2 Business Interruption;
- 4 Employers' Liability;
- 5 Public and Products Liability;
- 6A Marine Cargo; and
- 6B Kidnap and Extortion Expenses.

The **Company** does not provide and the Sections do not afford any benefits or cover in respect of any liability, damage, loss, cost, expense (or any item/matter insured, including under any insuring agreement, Extension or Endorsement):

1. originating from a **Specified Territory**;
2. arising from any event or incident occurring in a **Specified Territory**;
3. arising from any claim or investigation initiated or maintained in a **Specified Territory**; and/or
4. arising from the actions of any government or governmental body or agency or government owned or controlled business of a **Specified Territory**.

For the purposes of this Exclusion, **Specified Territory** shall mean either;

- i. The Republic of Belarus, The Russian Federation or Ukraine in respect of Sections 1 Property Damage, 2 Business Interruption and 6A Marine Cargo; or
- ii. Belarus, Russia or Ukraine (including Crimea and the Luhansk and Donetsk regions), including their territories and possessions and any state or political subdivision thereof, in respect of Sections 4 Employers' Liability and 5 Public and Products Liability; or
- iii. Belarus or Russia, including their territories and possessions and any state or political subdivision thereof, in respect of Section 6B Kidnap and Extortion Expenses.

In the event all or any part of this Exclusion conflicts with any other part of the **Policy** in respect of the above territories then this Exclusion shall prevail, subject always to the application of any sanctions Exclusion/Clause.

References in this Exclusion to "event", "incident", "claim" and/or "investigation" shall be interpreted in a manner that is consistent with any same or similar defined words used in the **Policy**.

Excluded Territory Endorsement

This Clause applies to the following Sections (when insured under this **Policy**):

- 4 Employers' Liability; and
- 5 Public and Products Liability.

These Sections do not apply to liability:

1. originating from an **Excluded Territory**;
2. arising from any event or incident occurring in an **Excluded Territory**;
3. arising from any claim or investigation initiated or maintained in an **Excluded Territory**; and/or
4. arising from the actions of any government or governmental body or agency or government owned or controlled business of an **Excluded Territory**.

For the purposes of this Exclusion, **Excluded Territory** shall mean Cuba, Iran, North Korea, North Sudan, Syria or Venezuela, including their territories and possessions and any state or political subdivision thereof.

In the event all or any part of this Exclusion conflicts with any other part of the **Policy** in respect of the above territories then this Exclusion shall prevail, subject always to the application of any sanctions Exclusion/Clause.

References in this Exclusion to "event", "incident", "claim" and/or "investigation" shall be interpreted in a manner that is consistent with any same or similar defined words used in the **Policy**.

MP274a

Sanctioned Territories Exclusion

Notwithstanding anything contained within this **Policy** to the contrary, Sections 4 and 5 of this **Policy** do not apply to liability caused by or arising from

- a trading with Cuba, Iran, North Korea, North Sudan, Crimea, Syria or Venezuela or any entity owned by any such country
- b occurrences happening or claims or legal proceedings brought or originating in Cuba, Iran, North Korea, North Sudan, Crimea, Syria or Venezuela.

Flood Exclusion: The insurance under Section 1 Property Damage and Section 2 Business Interruption under this Policy excludes loss, destruction or damage arising from or caused by Flood at the insured Premises known as the Waterford Marina hotel, Canada Street, Waterford.

Data Protection

We use personal information which you supply to us or, where applicable, to your insurance broker in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting.

We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user-friendly Master Privacy Policy, available here:

<https://www2.chubb.com/ie-en/footer/privacy-policy.aspx>.

You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at <mailto:dataprotectionoffice.europe@chubb.com>.

Complaints Procedure

We are dedicated to providing you with a high quality service and want to maintain this at all times. If you feel that we have not offered you a first class service and you wish to make a complaint, in the first instance, please contact:

1. The intermediary who arranged this insurance; or
2. our Country Manager at:
Chubb European Group SE, 5 George's Dock, IFSC Dublin 1, DO1 X8N7
Telephone: + 353 (0) 1 440 1700

If you are still dissatisfied, you may contact the Insurance Ireland Information Service at 5 Harbourmaster Place, IFSC, Dublin 1, DO1 E7E8. The service can advise you on how to proceed further and may be able to help in resolving the problem.

The Financial Services and Pensions Ombudsman (FSPO) may be approached for assistance in limited circumstances if you are still dissatisfied with Chubb final response. Those limited circumstances are where the policy is taken out by a consumer. The term 'consumer' includes the following:

- individual customers or groups of persons including partnerships and unincorporated bodies such as clubs, charities and trusts
- incorporated bodies or limited companies with turnovers of less than EUR 3,000,000 in previous financial year

A leaflet explaining the procedure is available on request. The FSPO's contact details are:

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

Telephone: +353 (0) 1 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

This complaint procedure does not affect your rights to take legal proceedings.

Insurance Act 1936

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

Finance Act (1990)

The appropriate stamp duty has been and will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

Financial Regulation

Chubb European Group SE trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised by the Autorité de contrôle prudentiel et de résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules.

Registered in Ireland No. 904967 at 5 George's Dock, Dublin 1.

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662.

Contents	Page
Section 1 Property Damage	3
Cover	3
Basis of Valuation	3
Costs, Fees and Expenses	6
Extensions	8
Chubbflex	18
Special Conditions	20
Section 2 Business Interruption	22
Cover	22
Basis of Valuation	22
Extensions	25
Special Conditions	31
Section 1 Property Damage and Section 2 Business Interruption (Combined)	33
Special Provisions	33
Definitions	34
Exclusions	38
Section 3 Terrorism in the Republic of Ireland	42
Cover	42
Special Conditions	42
Definitions	42
Exclusions	43
Section 4 Employers' Liability	44
Cover	44
Extensions	44
Special Conditions	46
Definitions	47
Exclusions	48
Section 5 Public and Products Liability	49
Cover	49
Extensions	49
Special Conditions	54
Definitions	55
Exclusions	57
SPECIAL EXTENSIONS APPLICABLE TO SECTION 5 OF THIS POLICY	60
1. Product Recall Expenses	60
Cover	60
Condition	60
Definitions	60
Exclusions	61
2. Environmental Liability	62

Cover	62
Definitions	62
Conditions	63
Exclusions	63
3. Data Breach and Cyber Attack	66
Cover	66
Definitions	66
4. Crisis Response	68
Cover	68
Definitions	68
Section 6 Chubb Basket	69
Section 6A Marine Cargo	69
Cover	69
Marine Cover - Governing Terms	69
Exclusions	70
Section 6B Kidnap and Extortion Expenses	71
Cover	71
Conditions	71
Definitions	73
Exclusions	77
General Conditions	78
General Definitions	84
General Exclusions	86

Section 1 Property Damage

Cover

The **Company** will indemnify the **Insured** against physical loss, destruction or damage of or to the **Property Insured**, occurring during the **Period of Insurance**, by any accidental cause not otherwise excluded while at the described **Premises** in accordance with the provisions contained in this **Policy**.

The most the **Company** will pay under this Section or any Extension is the **Limit(s) of Liability** or any applicable **Sub-Limit of Liability** shown in the **Schedule**.

Basis of Valuation

In the event of loss, destruction or damage, the basis of valuation shall be as stated below, subject to any **Limit(s) of Liability** or any applicable **Sub-Limit of Liability** as shown in the **Schedule**:

1. Valuable Papers

In respect of **Valuable Papers** – the value of the materials as stationery together with the cost of clerical labour expended in writing up but in no event shall the **Company** be liable in respect of the value to the **Insured** of the information contained therein, such cost of reproduction is included under the Costs, Fees and Expenses Extension entitled Recompilations Costs - Valuable Papers of this Section.

2. Electronic Data Processing Media

In respect of **Electronic Data Processing Media** – the cost to repair or replace the **Electronic Data Processing Media** itself plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Electronic Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Electronic Data Processing Media**. However, this Section excludes any amount pertaining to the value of such **Electronic Data**, to the **Insured** or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

3. Computer Equipment

In respect of **Computer Equipment** – the cost to repair or restore such equipment to the condition that existed immediately prior to such loss or damage.

Where any item of **Computer Equipment** is lost, destroyed or is damaged to the extent that repair is impracticable and its replacement by similar equipment in a condition equal to but not better or more extensive than its condition when new is impossible, the **Company** will pay for new **Computer Equipment** which is:

- a as similar as possible to that which has been lost, destroyed or damaged; and
- b capable of performing the same function;

this will not be considered as betterment to the **Insured**.

4. Machinery Forming Part of the Contents

In respect of machinery (other than **Computer Equipment**) forming part of the **Contents** – the cost to repair or restore such machinery to the condition that existed immediately prior to such loss or damage including reasonable costs to recalibrate such machinery to perform its function to a level equivalent prior to such loss or damage.

Where any item of machinery is lost, destroyed or is damaged to the extent that repair is impracticable and its replacement by similar machinery in a condition equal to but not better or more extensive than its condition when new is impossible, the **Company** will pay for new machinery provided that:

- a the cost of the new machinery is no greater than the **Declared Value** for this property; and
- b any additional capital cost to ensure compatibility with existing equipment is borne by the **Insured**;

this will not be considered as betterment to the **Insured** and will not reduce any claims settlement in proportion.

5. Models, Moulds and Plans

In respect of patterns, models, moulds, plans and designs – the cost of labour and materials actually expended in reinstatement.

6. **Vehicles and Personal Effects**

In respect of vehicles and employees', directors' or visitors' personal property (other than tools used on the **Insured's** behalf) - the value of the property at the time of its loss or destruction or the amount of the damage.

7. **Stock**

In respect of **Stock** - the cost of replacement of the materials together with the direct costs of production expended thereon - except, in respect only of goods sold but not delivered for which the **Insured** are responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of the loss, destruction or damage either wholly or in part, valuation shall be based on the contract price.

8. **Obsolete Buildings**

If at the time of destruction of or substantial damage to any building insured hereby which is unsuitable for its present use or its rebuilding or restoration in the same style and/or materials is impracticable, the basis of valuation shall, at the option of the **Insured**, be:

- a the cost of erecting a modern building, providing similar facilities to the destroyed or damaged building and complying with the stipulations of building or other regulations under or framed in pursuance of any Act of the Oireachtas or with bye-laws of any public authority or European Community legislation; or
- b the cost of purchasing a similar building to the destroyed building;

and for the purposes of average the value of all **Buildings** to which this Clause would in the event of loss, destruction or damage be applicable shall be ascertained on the same basis.

For the purposes of this Clause, any such building shall be deemed substantially damaged if the amount payable under this Section but for the provisions of this Clause exceeds the amount that would have been payable under the provisions of this Clause had the building been totally destroyed.

9. **Fine Art**

In respect of **Fine Art**:

- a for **Scheduled Collections** the lesser of the:
 - i. **Sub-Limit of Liability** shown in the **Schedule** or on file with the **Company**; or
 - ii. cost to restore or repair the item plus any depreciation in value remaining after restoration or repair;
- b for **Unscheduled Collections** the lesser of the:
 - i. cost to restore or repair the item plus any depreciation in value remaining after restoration or repair; or
 - ii. market value of the item on the date of the loss, destruction or damage;
- c for **Collections of Others** the lesser of the:
 - i. amount for which the **Insured** is legally liable; or
 - ii. applicable **Sub-Limit of Liability** shown in the **Schedule**;
- d for **Collections** which are described as a part of a pair or set, and after consultation with the **Insured**, the lesser of the:
 - i. stated value of the entire pair or set; or
 - ii. of the cost to repair the pieces and if the pair or set with the repaired pieces has a lower market value than it had prior to the loss, destruction or damage the **Company** will reimburse the difference; or
 - iii. of the stated value of the pieces prior to the loss, destruction or damage when the pieces cannot be found or repaired and if the remaining pieces have a reduced market value the **Company** will reimburse the difference; or
 - iv. if the pair or set forms part of a **Scheduled Collection**, any stated value of the pair or set as shown therein.

For the purposes of this Clause:

Collections means any **Fine Art**, including frames, shadowboxes and glasses used in the actual display of the items.

Collections of Others means **Collections** not owned by the **Insured**, but in its care, custody, or control or related to the **Scheduled Collections**, cover is provided on a wall to wall basis if the loan agreement so requires. This means that cover is provided from the time the items are removed in preparation for shipment from the place where they are normally kept until they are returned.

Scheduled Collections means **Collections** which are individually listed with an assigned value as set out in the **Schedule** or on file with the **Company**.

Unscheduled Collections means **Collections** which are not individually set out in the **Schedule** or on file with the **Company**, but are similar in nature, or related to the **Scheduled Collection** of the **Insured**.

10. **Property Not Otherwise Provided For**

In respect of any other property not otherwise provided for - the cost of:

- a the rebuilding or replacement of such lost or destroyed property, which provided that the **Company's** liability is not thereby increased may be carried out on the same or another site and in any manner suitable to the requirements of the **Insured**, or
- b the repair or restoration of such damaged property

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

provided that:

- i. no payment beyond the value of the property at the time of its loss, destruction or damage shall be made:
 - a unless reinstatement commences and proceeds without unreasonable delay
 - b until the cost of reinstatement shall have been actually incurred
- ii. if any such property is lost, damaged or destroyed in part only, the **Company's** liability shall not exceed the sum representing the cost which the **Company** could have been called upon to pay for reinstatement if such property had been wholly destroyed.

Where certain **Property Insured** is leased to the **Insured** the basis of valuation in the event of loss, destruction or damage will be the higher of that determined above or the termination sums as detailed by the terms of any leasing agreement.

Costs, Fees and Expenses

Where shown in the **Schedule** as insured, the following Extensions of cover are provided under this Section of the **Policy**, subject to any applicable **Sub-Limits of Liability** shown in the **Schedule**.

The **Company** will pay:

Additional Costs of Construction – Energy Efficiency

the additional costs of reinstatement following loss, destruction or damage to **Property Insured** arising solely by reason of the necessity to comply with the application of the European Union Directive on Energy Performance of Buildings 2010/31/EU (as enacted in applicable national law).

Cover under this Extension does not include costs in respect of work that the **Insured** has already planned to implement within the **Period of Insurance**;

Computer Equipment Repair Investigation Costs

the consulting engineers fees necessarily incurred by the **Insured** with the consent of the **Company** in conducting investigations and/or tests into possible repair (whether or not successful), replacement or reinstatement of any insured item of **Computer Equipment** following loss, destruction or damage, but not any such fees incurred for preparing any claim;

European Union and Public Authority Requirements and Sprinkler Upgrading Costs (including Undamaged Property)

the additional cost of reinstatement of:

- a the **Property Insured** (other than **Stock**) lost, destroyed or damaged; or
- b undamaged portions thereof;

as may be incurred solely by reason of having to comply with the **Requirements**.

This Extension does not cover the:

1. costs incurred in complying with the **Requirements**:
 - a. in respect of loss, destruction or damage:
 - i. occurring prior to the granting of this Extension; or
 - ii. not insured by this **Policy**;
 - b. for which there is an existing requirement which has to be implemented within a given period;
 - c. in respect of work that the **Insured** has already planned to implement within the **Period of Insurance**; or
 - d. in respect of any property entirely undamaged;
2. additional cost that would have been required to make good the property lost, damaged or destroyed to a condition equal to its condition when new had the necessity to comply with the **Requirements** not arisen;
3. amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the **Requirements**;

provided that:

- i. notwithstanding point 1.c. above, payment under this Extension shall include the additional cost of reinstatement of undamaged portions of such **Property Insured**, provided that the:
 - a. **Company** will not pay for such additional cost in respect of any **Property Insured**, which has not sustained loss, destruction or damage; and
 - b. amount recoverable shall not exceed in respect of undamaged portions of **Property Insured** (other than foundations), more than 15% of the total amount which the **Company** would have paid had the **Property Insured** been totally lost or destroyed.
- ii. the work of reinstatement be commenced and carried out without unreasonable delay or within such time as the **Company** may in writing allow and may be carried out wholly or partially upon another site (if the **Requirements** so necessitate).

For the purpose of this Extension:

- a) **Requirements** means the stipulations of:
 - i) European Union legislation (as enacted in applicable national law);
 - ii) building or other regulations made pursuant to any Act of the Oireachtas or with byelaws of any public authority legislation (including any regulation, directive or decision emanating from such legislation); or
 - iii) the **Company** requiring conformity to the applicable sprinkler rules of an automatic sprinkler installation which conformed to the applicable rules when installed but fails to conform to subsequent amendments to those rules.

- b) cover does not apply when and to the extent more appropriate cover is provided under this **Policy**, under this Section's Costs, Fees and Expenses Extensions entitled:
 - i) Additional Costs of Construction – Energy Efficiency (noted above); or
 - ii) Waste Disposal Costs (noted below);

Fire Brigade Charges and Extinguishing Expenses

- a) fire brigade charges;
 - b) charges made by any organisation responsible for preserving public safety;
 - c) refilling of gas flooding systems or fire extinguishing appliances, whether the discharge was accidental or not; and
 - d) the cost of replacement of sprinkler heads,
- incurred by the **Insured** or for which the **Insured** is liable following loss, destruction or damage to **Property Insured**;

Loss Prevention Expenses

the costs and expenses reasonably incurred by the **Insured** to protect **Property Insured** and/or **Research and Development Property** at the described **Premises** from imminent loss, destruction or damage;

Professional Fees

the architects', surveyors', consulting engineers' and other fees necessarily and reasonably incurred in the reinstatement of any **Property Insured** (other than **Stock**) following its loss destruction or damage, but not any such fees incurred for preparing any claim;

Recompilation Costs - Valuable Papers

all reasonable and necessary costs incurred by the **Insured** of reproducing (gathering and assembling the information contained therein) **Valuable Papers**. Such reproduction costs form part of the Basis of Valuation for Valuable Papers;

Removal of Debris and Cleaning/Clearance of Drains

the costs and expenses (unless separately insured) necessarily and reasonably incurred by the **Insured** with the **Company's** consent in:

- a) removing debris from, dismantling and/or demolishing, shoring up or propping up the portion or portions of the **Property Insured** which have been destroyed or damaged; and
- b) clearing, cleaning and/or repairing drains, gutters, sewers and the like blocked or damaged as a result of the action of any **Defined Peril** hereby insured against (notwithstanding anything contained within Excluded Property Exclusion 10. of combined Sections 1 and 2 of this **Policy** to the contrary).

This Extension does not cover any costs or expenses:

- i. incurred in removing debris except from the described **Premises**; or
- ii. arising from pollution or contamination of property not insured by this **Policy** other than top soil on land within the boundaries of the **Premises**;

Repair Investigation Costs - other than Computer Equipment

the costs (including consulting engineers fees) incurred with the consent of the **Company** in conducting investigations and/or tests into possible repair (whether or not successful), replacement or reinstatement of **Property Insured** (other than **Computer Equipment**) following loss, destruction or damage, but not any such fees incurred for preparing any claim;

Waste Disposal Costs

the costs necessarily and reasonably incurred by the **Insured** in complying with the Waste Electrical and Electronic Equipment (WEEE) Regulations following loss, destruction or damage to **Property Insured**, provided that:

- a) the **Insured** has provided a copy of the certificate proving disposal in accordance with the above Regulations; and
- b) the **Company** has consented to the disposal of the **Property Insured**.

Extensions

Where shown in the **Schedule** as insured, the following Extensions of cover are provided under this Section of the **Policy**, subject to any applicable **Sub-Limits of Liability** shown in the **Schedule**.

The **Company** will pay:

Breakdown of Computer Equipment

notwithstanding anything contained in Excluded Causes Exclusion 1.h of combined Sections 1 and 2 of this **Policy** to the contrary, the cost incurred by the **Insured** in the repair or replacement of **Computer Equipment** following **Computer Breakdown**.

Breakdown of all other Machinery, Plant and Contents

notwithstanding anything contained in Excluded Causes Exclusion 1.i of combined Sections 1 and 2 of this **Policy** to the contrary, the cost incurred by the **Insured** in respect of loss of or damage to all other machinery, plant and contents (not being **Computer Equipment** noted in the above Breakdown of Computer Equipment Extension) caused by the **Breakdown** thereof,

Cover under this Extension does not include in respect of loss or damage resulting from **Breakdown** of such property:

- a in respect of which there is no guarantee, maintenance, rental, hire or lease agreement in force, other than loss or damage following breakdown occasioned by or happening through:
 - i. the negligence of the **Insured**; or
 - ii. the failure or fluctuation of the supply of electricity to the equipment;
- b caused by or occasioned through:
 - i. the intentional act or wilful neglect of the **Insured**;
 - ii. wear and tear, gradual deterioration, gradually developing defects, corrosion, rust or scratching or chipping of painted or polished surfaces; or
 - iii. any testing, repairing, adjusting, servicing or maintenance operation;

For the purposes of this Extension:

Breakdown means the failure, distortion, breaking or burning out of any part of property whilst in use, arising from either:

- a mechanical or electrical defects in the item of property; or
- b failure or fluctuation of the electricity supply;

causing sudden stoppage of its function thereof and necessitating repair or replacement before it can resume working, but excluding damage from any extraneous cause other than as described in b above of this Definition;

Capital Additions - Newly Acquired / Alterations to Existing Premises

for loss, destruction or damage to:

- a any newly acquired or newly erected premises (this includes buildings, contents or stock (if appropriate)) in respect of the existing **Business** of the **Insured** as described in the **Schedule**) anywhere within the **Territorial Limits** from:
 - the date of exchange of contracts for newly acquired premises; or
 - the date of practical completion for newly erected premises;
- b alterations, additions and improvements to the **Property Insured** (but excluding appreciation in value) of existing **Premises** as insured under this Section,

in excess of the **Declared Values** (as defined in Special Condition 1. Declared Value of this Section) shown in the **Schedule**, provided that:

- a the property is not otherwise insured by or on behalf of the **Insured**; and
- b this **Extension** shall not apply to newly acquired or newly erected premises or **Property Insured** in any territory not previously declared to and agreed by the **Company**.

The cover provided under this Extension will end when:

- i. the **Insured** undertakes to give full particulars of the same as soon as practicable as of the commencement of the **Company's** liability and the **Company** agrees:
 - a) to add such newly acquired or erected premises; and/or
 - b) to apply the additional value of the altered or improved **Property Insured**;

to this **Policy** paying any additional premium due on demand; or

- ii. this **Policy** expires;

whichever occurs first.

When the **Company** has accepted the above under this **Policy**, the provisions of this Extension are fully reinstated;

Computer Reinstatement of Data

notwithstanding anything contained in Excluded Causes Exclusion 8. of combined Sections 1 and 2 of this **Policy** to the contrary, the additional expenditure necessarily and reasonably incurred by the **Insured** for the sole purpose of reinstating data onto **Electronic Data Processing Media** that has been altered, deleted, corrupted or been lost following **Computer Breakdown**.

This also includes:

- a the cost of the following reasonable and necessary actions taken by the **Insured** provided such actions are taken due to actual insured physical loss or damage to or destruction of **Electronic Data**:
 - i. actions to temporarily protect and preserve insured **Electronic Data**, programs or software;
 - ii. actions taken for the temporary repair of insured physical loss or damage to or destruction of **Electronic Data**, programs or software; and
 - iii. actions taken to expedite the permanent repair or replacement of such damaged property;
- b the reasonable and necessary costs incurred by the **Insured** to temporarily protect or preserve insured **Electronic Data**, programs or software against immediately impending insured physical loss or damage to or destruction of **Electronic Data**. In the event that there is no physical loss, destruction or damage, the costs covered under this item will be subject to the Excess or deductible that would have applied had there been such physical loss or damage;

Provided that (for cover to apply under this Extension):

- i. the data has not been stored for a longer period than specified in the instructions of the manufacturer of the computer media;
- ii. the computer media is stored in accordance with the supplier's or manufacturer's instructions;
- iii. the alteration, deletion, corruption or loss is discovered within twelve (12) months after it was initiated;
- iv. the alteration, deletion, corruption or loss results from an identifiable **Occurrence** and is not otherwise excluded;
- v. such alteration, deletion, corruption or loss was not caused by a **Computer Virus** or similar mechanism; and
- vi. the liability of the **Company** is limited solely to the cost of reinstating data onto **Electronic Data Processing Media** and excludes the costs of recreating or rebuilding that data and all other losses of whatsoever nature consequent upon the loss, distortion or corruption of such data;

Contract Works

notwithstanding anything contained in Excluded Property Exclusion 9. of combined Sections 1 and 2 of this **Policy** to the contrary, the costs incurred in respect of loss, destruction or damage by any accidental cause not otherwise excluded, in respect of refurbishment and extensions to existing structures of or to **Contract Works** at the site of **Contracts Insured**.

It is agreed that where work is carried out at any described **Premises** insured by this **Policy** under a Joint Contract Tribunal (J.C.T.) building contract or any similar contract for minor construction, the Contractor and others named in the contract are deemed to be Joint Insured under this Extension to the extent required by that contract.

This also includes payment of:

- i. the additional costs of overtime, weekend and shift working or bonus payments; and
- ii. plant hire charges or express delivery (including airfreight);

necessarily and reasonably incurred in expediting repair, replacement or rectification of the loss, destruction or damage to the **Contract Works** but excluding costs incurred solely to expedite the completion of:

- a) any construction, erection or installation of **Contract Works** not lost, destroyed or damaged; and
- b) the project at a faster rate than would have been attained if no loss, destruction or damage had occurred.

This Extension shall also cover an increase in the **Sub-Limit of Liability** as shown in the **Schedule** by an amount not exceeding 25% should the original estimated contract price of any **Contracts Insured** (including the value of free issue materials) increase by such an amount provided that the **Insured** shall pay any additional premium required by the **Company** on demand.

Cover under this Extension does not include:

- a loss, destruction or damage to and the cost necessary to replace, repair or rectify **Contract Works**:
 - i. which are in a defective condition due to a defect in design, plan, specification, materials or workmanship of such contract works or any part thereof;
 - ii. which rely for their support or stability on subparagraph i. above; or
 - iii. lost or damaged to enable the replacement, repair or rectification of **Contract Works** excluded by subparagraphs i. and ii. above.

Exclusions ai. and aii. above shall not apply to other **Contract Works** which are free of the defective condition but are damaged in consequence thereof;

For the purposes of this Extension the **Contract Works** shall not be regarded as lost or damaged solely by virtue of the existence of any defect in the design, plan, specification, materials or workmanship in the contract works or any part thereof;

- b loss, destruction or damage to **Contract Works** arising from any multiple lifting operation(s) where two or more lifting machines are used for the purpose of lifting or lowering a load;
- c fines, penalties or liquidated damages in respect of non-completion or non-compliance with contract provisions;
- d loss, destruction or damage to:
 - i. any constructional plant and equipment (including temporary buildings);
 - ii. personal tools and effects ;owned by or for which the employees' of:
 - a) the **Insured**; or
 - b) the Contractor (including subcontractor of any tier);are legally liable for; and
- e loss, destruction or damage to property forming or which formed part of any structure prior to the commencement of the **Contract Works**.

For the purposes of this Extension:

Contract Works means the permanent and temporary works executed in performance of the **Contracts Insured** and materials for use in connection therewith.

Contracts Insured means any contract not exceeding the original estimated contract value shown in the **Schedule** undertaken by or on behalf of the **Insured** involving construction, installation, extension or repair at the described **Premises**;

Customers' Goods

for loss, destruction or damage in respect of customers' goods for which:

- a the **Insured** have accepted responsibility for their own customer; or
- b the customers may be legally responsible; and
- c work has to be, is being or has been done by the **Insured** on their behalf; or
- d may be left with the **Insured** for storage or dispatch, or otherwise temporarily in the **Insured's** custody;

shall be held to be insured by the item of this Section covering **Stock**, except in so far as they shall be more specifically insured.

Deterioration of Refrigerated Property

notwithstanding anything contained in Excluded Causes Exclusion 6. of combined Sections 1 and 2 of this **Policy** to the contrary, for loss of or damage to the refrigerated **Contents** or **Stock** at the described **Premises** as a result of contamination, deterioration or putrefaction caused by:

- a a change in temperature as a result of:
 - i. failure, distortion, breaking or burning out of any part of the refrigerator whilst in use, arising from either:
 - a) mechanical or electrical defects in the refrigerator; or
 - b) failure or fluctuation of the electricity supply;causing sudden stoppage to the refrigerator and to its function thereof and necessitating repair or replacement before it can resume working, but excluding damage from any extraneous cause other than as described in b) above;
 - ii. loss, destruction or damage to the refrigerator; or

- iii. non-operation of any thermostatic or automatic controlling devices pertaining to the refrigerator; or
- b the action of refrigerant fumes escaping from the refrigerator.

The **Company** will also pay the costs reasonably incurred in the necessary transfer of refrigerated **Contents** or **Stock** to an alternative cold store.

Exhibitions, Fair or Trade Shows

notwithstanding anything contained in Excluded Property Exclusion 8. of combined Sections 1 and 2 of this **Policy** to the contrary, for loss, destruction or damage to **Contents** or **Stock** whilst at the site of any exhibition, trade fair or show anywhere within the **Territorial Limits** or whilst in transit between such exhibitions, trade fairs or shows and the described **Premises**.

Cover under this Extension does not include:

- a loss, destruction or damage caused by **Earthquake, Flood** or **Storm** outside of the Republic of Ireland or Northern Ireland; or
- b theft of **Mobile Communication Property** while left unattended;

Fly Tipping

the costs incurred to remove property left at the described **Premises** without the **Insured's** permission.

Cover under this Extension does not include:

- a loss resulting from interruption of or interference with the **Insured's Business**; and
- b the first EUR 1,000 of any one **Occurrence** or the Excess shown in the **Schedule**, whichever is the lower.

Glass (Extended)

notwithstanding anything contained in Excluded Causes Exclusion 1.b of combined Sections 1 and 2 of this **Policy** to the contrary, the costs incurred by the **Insured**:

- a in respect of replacement of glass following malicious scratching; or
- b as a result of destruction or damage to glass, necessitating the:
 - i. replacement of undamaged parts of the fixed glass solely to preserve the cosmetic integrity of the **Building**;
 - ii. boarding up and temporary glazing; or
 - iii. removal and re-fixing of window fittings, whether damaged or not;

Greening Reinstatement

the reasonable additional costs of reinstatement incurred by the **Insured** solely by reason of its election to rebuild, replace, repair or restore the relevant **Property Insured** following loss, damage or destruction in a manner that utilises the latest available technology known as **Greening**. Such election by the **Insured** will not be considered as constituting a condition better than or more extensive than when new.

Where the cost of rebuilding, replacing, repairing or restoring is increased as a result of **Greening** the **Company** will pay such additional costs, provided that:

- a **Greening** shall apply to the reinstatement of **Buildings** and **Contents** only; and
- b the **Insured** shall endeavour to work to a **Greening** standard (where applicable) being the Building Research Establishments Environmental Assessment Methodology (BREEAM);

For the purposes of this Extension:

Greening means to rebuild, replace, repair or restore in a manner that aims to minimise potential harm to the environment utilising the latest available technology (including but not limited to the upgrading of taps, showers, urinal toilets, grey water and rainwater systems, air conditioning and building cooling systems, ventilation systems, lighting, the provision of hot water and heating systems, and the provision of "green" roofs);

Hired in Plant and Continuing Hire Charges

notwithstanding anything contained in Excluded Property Exclusion 8. of combined Sections 1 and 2 of this **Policy** to the contrary, the **Insured** against its legal liability under the terms of a hire agreement or otherwise to pay compensation for:

- a the physical loss or destruction of or damage to plant or machinery whilst in its custody or under its control at any situation within the **Territorial Limits** and whilst in transit (other than by sea or air);
- b continuing hire charges as a consequence of such physical loss, destruction or damage provided always that the liability of the **Company** shall cease on the expiry of the **Maximum Indemnity Period** shown in the **Schedule** in respect of Section 2 Business Interruption of this **Policy** following the **Occurrence** of physical loss, destruction or damage.

This Extension also indemnifies the **Insured**:

- i. in respect of plant or machinery hired in for the cost of re-hire, subject to the conditions of re-hire being no more onerous than those under which the machinery or plant were originally hired in; and
- ii. against the physical loss or destruction of or damage to plant or machinery on free loan (as described within a above);

Inadvertent Errors and Omissions

for loss, destruction or damage to property where the **Insured**:

- a having notified the **Company** of its intention to insure all property (as insured by this Section) in which they are interested and mistakenly believes that all such property is insured; and
- b is found to have inadvertently omitted such property from its insurance; or
- c there has been an inadvertent error in the values declared by the **Insured**;

the **Company** will deem the omitted property or error in values declared to be insured within the terms of this **Policy**, provided that:

- i. the **Insured** promptly pays the premium attaching on all such omitted property or error in values declared as from the inception of this **Policy** or from the date the **Insured**'s interest in such property if constructed, erected or purchased after the inception of this **Policy**;
- ii. the **Insured** promptly declares full details of the omitted property or error in values declared to the **Company** as soon as it is aware of such omission or error; and
- iii. if requested by the **Company**, the **Insured** promptly provides full details of the circumstances surrounding the inadvertent omission or error sufficient to prove the fact of the omission or error to the **Company**'s satisfaction.

Cover under this Extension shall not apply:

- a) to property or companies more appropriately covered by the Capital Additions - Newly Acquired / Alterations to Existing Premises or New Acquisitions Extensions of this Section;
- b) in respect of companies not previously declared to and agreed by the **Company**; and
- c) in any territory not previously declared to and agreed by the **Company**;

Involuntary Betterment

in the event that replacement **Contents** and/or **Stock** (this does not include **Computer Equipment** and/or all other machinery, plant and contents more appropriately covered elsewhere by this **Policy**) of like kind and quality are not obtainable, new **Contents** and/or **Stock** which are as similar as possible to that suffering physical loss, destruction or damage and which are capable of performing the same function shall be deemed to be new **Contents** and/or **Stock** of like kind and quality and in no event shall this be considered as a betterment to the **Insured**.

The **Company** will also pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between new equipment installed to replace equipment suffering physical loss, damage or destruction and undamaged existing equipment at the same or an interdependent location,

provided that:

- a the **Company** shall be liable only for the amount sufficient to enable the **Insured** to resume operations in substantially the same manner as before such loss, damage or destruction occurred;
- b the **Company** shall be liable for only the difference between the highest sales value of the undamaged existing equipment at the same or interdependent location and the installed cost of the technologically current equipment;
- c for the purposes of the application of any Excess or deductible the damage and the necessity to replace incompatible equipment shall be regarded as one **Occurrence**; and
- d the liability of the **Company** shall not exceed 10% of the agreed reinstatement value of the damaged **Contents** and/or **Stock** or the amount shown in the **Schedule**, whichever is less;

Leased Premises

the costs necessary to protect the interest of the **Insured** as tenant in respect of loss, destruction or damage not otherwise excluded of or to any building leased or rented by the **Insured** which are the responsibility of a third party landlord or lessor to insure, but only:

- a to the extent that the insurance provided by this Section is broader in meaning or in scope than the policy/ies of insurance covering such building arranged by or on behalf of the landlord or lessor (any such policy being hereinafter referred to as the "**Underlying Policy**") but excluding loss, destruction or damage occasioned by or happening through terrorism that may be insured hereunder

- b in the event of the failure of the landlord or lessor to maintain insurance on such building or the failure of the **Underlying Policy** to operate due to any act or omission unknown to or beyond the control of the **Insured**.

This insurance shall not be brought into contribution with any cover granted by the **Underlying Policy** other than in respect of any excess over and above the sums insured, limits or cover applicable under such **Underlying Policy**;

Locks or Access Control Equipment

the costs incurred as a result of the necessary replacement or adjustment of locks or access control equipment at the described **Premises** following:

- a the accidental loss of keys or access cards; or
- b by theft of such keys or access cards;

from anywhere within the **Territorial Limits**.

The Excess applicable to this Section shown in the **Schedule** does not apply in respect of losses under this Extension.

Machinery Movement

notwithstanding anything contained within Excluded Causes Exclusion 3.b and/or Excluded Property Exclusion 9. under combined Sections 1 and 2 of this **Policy** to the contrary, costs incurred in respect of sudden and unforeseen damage to any insured item of machinery while such machinery is being dismantled, moved or re-erected for the purpose of cleaning, inspection, repair or installation in another position, all within the precincts of the premises in which such item of machinery is located.

Cover under this Extension does not include:

- a destruction or damage caused by or occasioned through:
- i. wear, tear, deterioration due to atmospheric or climatic conditions, rust, corrosion or oxidisation - but this shall not exclude subsequent destruction or damage which itself results from a cause not otherwise excluded;
 - ii. scratching of painted or polished surfaces;
- b destruction of or damage to any item of machinery caused by its own explosion or its own mechanical or electrical breakdown, failure, breakage or derangement;

Military or Public Authority

to indemnify the **Insured** against the destruction of or damage to the **Property Insured** by the order of any military, public or other recognised authority for the purpose of preventing loss, destruction or damage from a cause not otherwise excluded by this Section;

Mobile Communication Property - Worldwide

notwithstanding anything contained in Excluded Property Exclusion 8. of combined Sections 1 and 2 of this **Policy** to the contrary, for loss or destruction of or damage to **Mobile Communication Property** away from the described **Premises**, anywhere in the world other than the **Excluded Territories**.

For the purposes of this Extension:

The Definition of **Mobile Communication Property** stated under combined Sections 1 and 2 of this **Policy**, if not already stated, is extended to include computer equipment which is designed to be portable including but not limited to laptop computers, tablet computers, palmtop computers, digital cameras, digital projectors, associated **Electronic Data Processing Media** and mobile phones;

Money

notwithstanding anything contained in Excluded Property Exclusion 6. or 8. of combined Sections 1 and 2 of this **Policy** to the contrary, in the event of:

- a loss, destruction or damage to:
- i. **Money** belonging to the **Insured** or for which the **Insured** is responsible in the circumstances detailed in the **Schedule** under the Money **Sub-Limit of Liability** being lost destroyed or damaged by any cause whatsoever not otherwise excluded;
 - ii. any safe, strong room, or franking machine or any case, bag or waistcoat designed for the carriage of **Money**, all the property of the **Insured**, being destroyed or damaged as a result of theft or attempted theft of **Money** contained or thought to be contained therein; or

- iii. the clothing and personal effects of any person in the regular employ of the **Insured** being lost or damaged in the course of his/her duties in the **Business** of the **Insured** directly due to theft or attempted theft, by violence or threat of violence, of **Money**;
- b. the **Insured** sustaining any financial loss as a result of the unauthorised use of any lost or stolen credit card (not being a card issued personally to any director or employee of the **Insured**) belonging to the **Insured** or for which the **Insured** is responsible; and
- c. any charges payable by the **Insured** as a consequence of a bank or other financial institution stopping payment of **Non-negotiable Money** as a consequence of loss, destruction or damage whilst in the post;

provided that the **Insured** shall maintain the following minimum standards of precaution for the safety of **Money** in transit (other than **Non-negotiable Money**) at all times:

- i. the times of transits, routes and conveyances used are varied as far as possible;
- ii. all persons engaged in the transit of **Money** are at least eighteen (18) years of age;
- iii. all paper **Money** is carried on the person or in approved security case(s);
- iv. in respect of any one transit the minimum number of adults who carry the **Money** is as follows:

<u>Amount of Money</u>	<u>No. of Persons</u>
Up to EUR 5,000	One
EUR 5,001 to EUR 10,000	Two

- v. in respect of **Money** exceeding EUR 10,000 a specialist security carrier is used.

Cover under this Extension does not include:

- a) loss or destruction of or damage to **Money** contained in:
 - i. coin operated gaming or amusement devices or vending machines; or
 - ii. any vehicle while left unattended;
- b) any loss, destruction or damage:
 - i. arising outside the **Territorial Limits**;
 - ii. occasioned by errors or omissions;
 - iii. resulting from a safe or strong room being opened by the use of a key or combination code through the key or combination having been left at the described **Premises** outside **Business Hours**; and
 - iv. recoverable from any security carrier.

For the purposes of this Extension:

Business Hours means the period during which that portion of the described **Premises** containing **Money** is actually occupied for business purposes and during which the **Insured** or the **Insured**'s employees entrusted with **Money** are in the said portion of the **Premises**;

Motor Vehicles

notwithstanding anything contained in Excluded Property Exclusion 7. of combined Sections 1 and 2 of this **Policy** to the contrary, for destruction of or damage to motor vehicles, the property of the **Insured**, licensed for road use and their contents while on the described **Premises** and occasioned by or happening through:

- a. fire;
- b. lightning; or
- c. explosion;

provided that:

- i. the insurance provided under this Extension shall not be brought into contribution with any more specific insurance, except as regards any excess beyond the amount recoverable under such more specific insurance; and
- ii. in the event of such destruction or damage, the liability of the **Company** shall be limited to the value of the property at the time of its loss;

New Acquisitions

for loss, destruction or damage to the property (this includes premises, buildings, contents and stock) of new subsidiary companies, which are not insured under another policy of insurance, acquired by the **Insured** within the **Territorial Limits**, provided that:

- a the activities carried on by such subsidiary companies are of a similar nature to those of the **Insured** and fall within the description of the **Business** shown in the **Schedule**; and
- b this Extension shall not apply to property in any territory not previously declared to and agreed by the **Company**.

The cover provided under this Extension will end when:

- i. the **Insured** provides full particulars of the same and the **Company** agrees to add such property to this **Policy**;
- ii. ninety (90) days pass from the date of acquisition; or
- iii. this **Policy** expires;

whichever occurs first.

The **Company** may charge additional premium from the date of acquisition. When the **Company** has accepted the above under this **Policy**, the provisions of this Extension are fully reinstated;

Other Locations

notwithstanding anything contained in Excluded Property Exclusion 8. of combined Sections 1 and 2 of this **Policy** to the contrary, for loss, destruction or damage to:

- a the **Contents** insured thereby (other than **Electronic Data Processing Media** or motor vehicles and motor chassis licensed for normal road use or goods held in trust, other than machinery) whilst temporarily removed from the described **Premises** for cleaning, renovation, repair or other similar purposes to any other premises and during inland transit to and from such described **Premises**, all within the **Territorial Limits**;
- b the **Valuable Papers** (including **Electronic Data Processing Media**) insured by this Section whilst such property is temporarily removed to any premises not in the **Insured's** occupation and during inland transit to and from such premises and the described **Premises**, all within the **Territorial Limits**; and
- c the **Contents** and **Stock** (insured by this Section and for which values have been attributed to described **Premises**) whilst at any premises not in the **Insured's** occupation, anywhere in the world other than the **Excluded Territories**;

provided that this does not include:

- i. loss, destruction or damage caused by **Earthquake, Flood** or **Storm** outside of the Republic of Ireland or Northern Ireland;
- ii. the following locations:
 - a) as detailed in paragraphs a. and b. above;
 - b) at any exhibition, fair or trade show;
 - c) at any newly acquired premises; or
 - d) at a job site or temporarily warehoused elsewhere awaiting installation at the job site;

Personal Accident Assault

for **Bodily Injury** to any person (hereinafter called the "**Insured Person**") in the regular employment of the **Insured** directly due to theft or attempted theft, by violence or threat of violence, of **Money** (as noted above within this Section);

provided that:

- a compensation shall not be payable in respect of the consequences of any **Occurrence** to any **Insured Person** under more than one of the items shown within the **Schedule** for this Extension; and
- b notwithstanding anything shown within the **Schedule** to the contrary, the amount of compensation payable in respect of **Temporary Total Disablement** shall not exceed the **Insured Person's** normal weekly remuneration;

Cover under this Extension shall not operate in respect of persons carrying **Money** belonging to the **Insured**:

- i. outside the **Territorial Limits**; or
- ii. who are over seventy (70) years of age or have not reached their eighteenth (18th) birthday.

For the purposes of this Extension:

Bodily Injury means bodily injury to the **Insured Person** and includes:

- a death, illness or disease; or

- b mental injury, anguish or nervous shock sustained by the **Insured Person** as a result of actual or threat of bodily injury, death, illness or disease;

Temporary Total Disablement means temporary disablement which entirely prevents an **Insured Person** from engaging in their usual occupation;

Privity of Contract

to indemnify the **Insured** against:

- a the cost of repair or reinstatement of any building, formerly owned by or leased by or to the **Insured** anywhere within the **Territorial Limits**, destroyed or damaged by any cause not otherwise excluded; and
- b loss of rent in respect thereof;

for which the **Insured** shall become legally liable to pay by virtue of an original agreement to lease the building and the succeeding landlord or tenant has failed to effect or maintain adequate insurance on the buildings at the premises and/or the rent in respect thereof as required under the terms of the lease;

provided that:

- i. the **Insured** shall take all reasonable steps to obtain release from its liability to insure the **Buildings** as part of any agreement to assign the lease relating to the building; and
- ii. this insurance shall not be brought into contribution with any other insurance and is only to pay if and so far as indemnity is not recoverable under any other policy or policies, except as regards any excess beyond the amount recoverable under any such other policy or policies;

Purchasers' Interest

if, at the time of destruction or damage to any **Buildings** insured by this Section, the **Insured** shall have contracted to sell their interest in such **Building** and the purchase shall not have been but shall thereafter be completed, the purchaser on the completion of the purchase, if in so far as the property is not otherwise insured by or on behalf of the purchaser against such destruction or damage, shall be entitled to the benefit of this Section so far as it relates to such destruction or damage without prejudice to the rights and liabilities of the **Insured** or the **Company** under this **Policy** up to the date of completion;

Reinstatement to Match

the cost of replacement, repair or modification of undamaged parts of the **Buildings** that form part of a suite, common design or function where loss, destruction or damage is restricted to a clearly identifiable area or to a specific part thereof;

provided that:

- a the total liability of the **Company** shall not be increased beyond the amount that would otherwise have been payable for the replacement, repair or restoration of the property lost, destroyed or damaged in its original form;
- b the **Company** shall be liable only for the amount sufficient to enable the **Insured** to resume operations in substantially the same manner as before the damage;
- c where the property is lost, destroyed or damaged in part only the **Company** will not pay more than the amount representing the cost which the **Company** would pay for reinstatement if such property had been wholly destroyed; and
- d the total liability of the **Company** shall not be increased beyond the amount that would have been payable for replacement, repair or modification of the whole of the **Buildings** forming a suite, common design or function if such **Buildings** had been wholly destroyed;

Specified Items - All Risks Cover

notwithstanding anything contained in Excluded Property Exclusion 8. of combined Sections 1 and 2 of this **Policy** to the contrary, for loss or destruction of or damage to the listed property as shown in the **Schedule** under **Specified Items - All Risks Cover** anywhere in the **Territorial Limits**;

Theft Damage to Buildings

for loss, destruction of or damage to buildings for which the **Insured** is liable (leased by the **Insured** and are not otherwise insured by this **Policy**) caused by theft or any attempt thereat;

Transit

notwithstanding anything contained in Excluded Property Exclusion 8. of combined Sections 1 and 2 of this **Policy** to the contrary,

- a for loss or destruction of or damage to **Contents** and/or **Stock** whilst in transit by road, rail or inland waterway anywhere within the **Territorial Limits**, including while being loaded onto and unloaded from the conveyance and while located on such conveyance and temporarily housed in the course of transit; and
- b for any reasonable cost incurred in:
 - i. conveyance of the **Contents** and/or **Stock** and its container to another vehicle following the disabling of the original conveying vehicle by its catching fire, collision or overturning, including delivery to original destination or return to point of dispatch;
 - ii. reloading the **Contents** and/or **Stock** and its container in the event of its falling from the conveying vehicle; and
 - iii. clearance of the debris of the **Contents** and/or **Stock** and its container following its damage or destruction provided this cost is not recoverable under another policy or from any other source;

Cover under this Extension does not include loss or destruction of or damage to any **Contents** and/or **Stock** in transit (as described above):

- i. by air or sea;
- ii. resulting from atmospheric or climatic conditions unless reasonable precautions have been taken to protect the **Contents** and/or **Stock** against such conditions;
- iii. arising as a result of packing being inadequate to withstand normal handling during transit, or due to insufficient labelling or incorrect addressing;
- iv. carried by the **Insured** for hire or reward unless the **Insured** is contractually responsible for loss or destruction of or damage occurring to such **Contents** and/or **Stock**; or
- v. which includes property more appropriately covered by the Contract Works Extension of this Section;

Undamaged Stock and Loss on Resale

any loss incurred by the **Insured**, less the amount of any salvage monies obtained, resulting solely from an **Occurrence** of loss, destruction or damage in the event of:

- a undamaged **Stock** deteriorating and/or being condemned or otherwise becoming unusable;
- b the enforced sale of **Stock** which the **Insured** is obliged to accept from any of their suppliers, manufacturers or producers which would have been used by the **Insured** but the **Insured** is unable to use; or
- c sums the **Insured** is legally obliged to pay their suppliers, manufacturers or producers solely to terminate a contract to supply the **Insured** with **Stock** which would have been used by the **Insured** but the **Insured** is unable to use;

as a direct result of loss, destruction or damage which is not otherwise excluded by this Section occurring at the described **Premises**;

provided that the liability of the **Company** shall not exceed in respect of any one **Occurrence**:

- i. the purchase cost of such **Stock** less the salvage value thereof; or
- ii. the sum which the **Insured** is legally liable to pay in order to terminate a contract to supply it with **Stock**; or
- iii. the sum shown in the **Schedule**;

whichever is the lowest;

Undamaged Tenants' Improvements and Betterments

the value of undamaged tenants' improvements and betterments when the **Insured's** lease is cancelled:

- a by the lessor; and
- b pursuant to a valid condition of the **Insured's** lease;

as a result of loss, destruction of or damage to a **Building** or **Contents**.

In the event of loss, destruction or damage to the below stated property, item or substance at the described **Premises** the **Insured** may, entirely at their own discretion, apportion the Chubbflex **Sub-Limit of Liability** shown in the **Schedule** between the Extensions stated below.

The **Company** will pay:

Arson, Theft, Terrorism or Criminal Damage Reward

a reward (of up to 10% of the value of a claim under this Section) for information leading to a conviction in respect of arson, theft, criminal damage or terrorism (as defined by part a of the Definition **Act of Terrorism** noted within General Exclusion 3. Terrorism of this **Policy**), (only if Section 3 Terrorism in the Republic of Ireland is 'Insured'), involving **Property Insured**;

Customer Default on Deferred Payments

to the **Insured** the difference between the amount owed to the **Insured** less the market value of the **Stock** following loss, destruction or damage, in respect of **Stock** sold and delivered or in transit to a **Customer** where payment for such **Stock** is to be made pursuant to a credit agreement or instalment or deferred payment plan, and in consequence of loss, destruction or damage to such **Stock**, the **Customer** has refused to make payment,

provided that the **Company** shall in no event be liable under this Extension in respect of any loss:

- a pertaining to products recalled including but not limited to the costs to recall, test or to advertise such recall by the **Insured**;
- b from theft or conversion by the **Customer** of the **Stock** after the **Customer** has taken possession of such **Stock**;
- c caused by **Earthquake, Flood or Storm**;
- d to the extent the **Customer** continues payments;
- e not within the **Territorial Limits** of this Section;

Damage by Emergency Services

for loss, destruction or damage to:

- a **Property Insured**; and
- b any landscaped areas;

(together with any remedial costs necessarily and reasonably incurred) caused by the emergency services.

For the purposes of this Extension:

Property Insured includes **Fine Art** and **Contract Works** (as defined under Extension Contract Works of this Section);

Expediting Costs and Temporary Repairs

the cost of:

- a making temporary repairs to; and
- b expediting the repair, reinstatement or replacement of;

Property Insured subsequent to loss, destruction or damage, necessarily and reasonably incurred by the **Insured** with the consent of the **Company**;

Fine Art

for loss, destruction or damage, as insured by this Section, to **Fine Art**, notwithstanding anything contained within Excluded Property Exclusion 4. of combined Sections 1 and 2 of this **Policy** to the contrary.

The terms of this Extension apply in conjunction with those of the Pairs and Sets Extension to this Section, where this is relevant to the **Fine Art** in question;

Incompatibility of Computer System Records

the cost of:

- a modification of the replacement **Computer Equipment**; or
- b replacing current and back up computer records and reinstating programs and/or information thereon;

necessarily and reasonably incurred, with the consent of the **Company**, to achieve compatibility, in the event that the loss or destruction of or damage to **Computer Equipment** as insured by this **Section** has resulted in undamaged computer records being incompatible with the replacement computer equipment;

Landscaping

the cost of restoring trees, shrubs, plants or turf used in landscaping the described **Premises** following loss, destruction or damage caused by or resulting from a **Defined Peril**;

Loss of Metered Utilities

the additional metered water, gas or any other metered substances charges incurred by the **Insured** as a result of destruction of or damage to the **Property Insured** by any accidental cause not otherwise excluded but excluding any such charges incurred as a result of destruction or damage:

- a occasioned by or happening through the bursting or overflowing or leaking of water tanks, apparatus or pipes in **Premises** which are empty or not in use; and
- b of or to any premises occupied as a farm.

The amount payable under this Extension shall be ascertained by comparing the charge by the appropriate suppliers on their account for the period during which the destruction or damage occurred with the normal charge, adjusted for any relevant factors affecting the **Insured's** consumption during that period;

Pairs and Sets

- a the reasonable and fair proportion of the total value of a pair or set, giving consideration to the importance of the article or articles, but in no event shall loss or damage (as noted below) be construed to mean total loss of the pair or set; or
- b the full value of the pair or set, provided that the **Insured** surrenders the remaining article or articles of the pair or set to the **Company**;

the measure of loss or damage to any article or articles shall be at the **Insured's** option, in the event of loss, destruction or damage by any accidental cause not otherwise excluded, to any article or articles which are part of a pair or set which has resulted in the pair or set becoming unmarketable as a complete product;

Processing Water

the cost to the **Insured** to replace water that is used in the **Insured's** processing operations and contained in any:

- a above-ground tank;
- b processing equipment; or
- c any associated above-ground piping;

when such water has been released or rendered unusable for its intended purpose as a direct result of loss, destruction or damage to such tank, equipment or piping;

Research and Development Property

the reasonable and necessary additional costs the **Insured** incurs to repair or replace **Research and Development Property** in order to meet the last scheduled introduction date (prior to loss, destruction or damage) for any new product which incorporates such **Research and Development Property**.

For the purposes of this Extension:

Research and Development Property means written, printed or inscribed documents, plans, records or formulas, processes or cultures and resulting products, samples or other materials produced by such processes or cultures and a first or original model of a new type of design, if produced and directly associated with the **Insured's Research and Development Operations**.

Research and Development Property does not mean animals, **Money** or negotiable and non-negotiable instruments or contracts representing either **Money** or other property including commodities, futures and options, property held for sale or held for delivery after sale, goods the **Insured** has manufactured which are in their completed state and ready for sale or **Mobile Communication Property**;

Trace and Access

the costs incurred, with the consent of the **Company**, to detect the point of escape of substances, which have caused or may reasonably be expected to cause loss, destruction or damage to **Property Insured** as well as the costs to effect repairs and make good such damage;

Unauthorised Use of Electricity, Gas or Water

the costs and expenses incurred, with the consent of the **Company**, arising from the unauthorised use of electricity, gas or water for which the **Insured** is legally responsible by persons taking possession or occupying the described **Premises** without the **Insured's** authority, provided always that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered.

Special Conditions

The following Special Conditions apply to this Section.

1. Declared Value

At the inception of each **Period of Insurance** the **Insured** shall notify the **Company** of the **Declared Value** of the **Property Insured**. In the absence of such declaration, the last amount declared by the **Insured** shall be taken as the **Declared Value** for the ensuing **Period of Insurance**.

“**Declared Value**” shall mean the **Insured**’s assessment of:

- **In respect of Buildings and Contents**

the cost of reinstatement of all **Buildings** and all **Contents** insured arrived at in accordance with the paragraphs as set out under this Section’s Basis of Valuation at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for the additional insurance provided under this Section’s Costs, Fees and Expenses Extensions entitled:

- a European Union and Public Authorities and Sprinkler System Upgrading Costs (including Undamaged Property);
- b Removal of Debris and Cleaning/Clearance of Drains; or
- c Professional Fees;

- **In respect of Stock**

the maximum value of **Stock** held during the twelve (12) months preceding the **Period of Insurance**;

subject to Special Condition 3. Average/Underinsurance noted below.

2. Day One Basis (Non-Adjustable)

The insurance provided on the **Buildings** or **Contents** shall be on a Day One Reinstatement basis. The liability of the **Company** shall in no case exceed the **Declared Values** plus the percentage increase shown in the **Schedule** as the **Limit of Liability**, subject to Special Condition 3. Average/Underinsurance noted below.

3. Average/Underinsurance

- **In respect of Buildings and Contents**

- a If, at the time of loss or destruction of or damage to **Buildings** or **Contents** the **Declared Value** of all **Buildings** or all **Contents** is less than the cost of reinstatement at the inception of the **Period of Insurance**:
 - i. as if Special Condition 2. Day One Basis (Non-Adjustable) noted above had not been incorporated herein; and
 - ii. the **Limits of Liability** shown in the **Schedule** shall be limited to one hundred and five percent (105%) of the **Declared Value**;

subject always to paragraph b below.

- b If, at the time of reinstatement, the sum representing 80% of the cost which would have been incurred in reinstating the whole of the property to which any **Declared Value** is applicable exceeds the **Declared Value** at the commencement of any loss, destruction or damage, then the **Company**’s liability shall not exceed that proportion of the amount of the damage which said **Declared Value** shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

- **In respect of Stock**

If, at the time of reinstatement, the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Stock** to which any **Declared Value** is applicable exceeds the **Declared Value** at the commencement of any loss, destruction or damage, then the **Company**’s liability shall not exceed that proportion of the amount of loss, destruction or damage which said **Declared Value** shall bear to the sum representing the total cost of reinstating the whole of such **Stock** at that time.

4. Salvage / Brands or Trademarks

- a The salvage value of **Stock** bearing a brand or trademark or which in any way carries or implies the guarantee of the responsibility of the manufacturer or **Insured** shall be determined after removal at the **Company**’s expense in the customary manner of all such brands or trademarks or other identifying characteristics. Salvage, if any, shall be dealt with in agreement with the **Insured**.
- b If any **Property Insured** is recovered by the **Insured** or the **Company** after a loss payment is made, the party making the recovery must give the other parties prompt notice.

If any recovered property has a salvage value, the **Company** shall control the disposition of such salvage.

When **Property Insured** is recovered the **Insured** may keep the:

- i. recovered property and return the loss payment to the **Company**; or
- ii. loss payment and the **Company** will keep the recovered property.

When any recovered **Property Insured** which the **Insured** chooses to keep is in need of repair the **Company** will pay for the repairs subject to the applicable **Limit of Liability** shown in the **Schedule**;

If any recovered property has a salvage value or if there is any money recovered through subrogation such recoveries shall be applied net of the expense of such recovery in the following order:

1. first to the **Insured** for any uninsured loss or damage from an insufficient **Limit of Liability**;
2. second to the **Company** for any amounts paid in settlement of the **Insured**'s claims; and
3. third to the **Insured** for any excess/deductible amount that the **Insured** paid or penalties the **Insured** paid as a result of coinsurance.

The **Company** shall determine the amount of loss, destruction or damage on the basis that it would have been settled had the amount of the recovery been known at the time the loss was originally determined.

If there are expenses:

- a) in recovering any lost or damaged **Property Insured**; or
- b) as a result of subrogation;

the **Company** shall share the expense with the **Insured** and any company which provided excess insurance in proportion to their respective shares. If there is no recovery and proceedings are conducted solely by the **Company**, the **Company** shall bear the expenses of the proceedings.

5. **Designation**

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

6. **Mortgagees' Interest**

The interest of any mortgagee, freeholder or lessor in this insurance shall not be prejudiced by any act or neglect of the mortgagor, leaseholder, lessee or occupier of any building hereby insured whereby the risk of destruction or damage is increased without the authority or knowledge of the mortgagee, freeholder or lessor provided the mortgagee, freeholder or lessor shall immediately on becoming aware thereof give notice in writing to the **Company** and on demand pay such reasonable additional premium as the **Company** may require.

7. **Other Interests**

Certain of the **Property Insured** may be the subject of agreements that require either:

- a the interest of another party to be noted in the insurance; or
- b the **Property Insured** in question to be insured in the joint names of the **Insured** and another party or parties;

such requirements are deemed to be complied with within the terms of this Section. The nature of the interest or joint insurance shall be disclosed in the event of:

- i. the loss or destruction of or damage to **Property Insured** which is subject to such agreements
- ii. a requirement by the other party that proof of insurance in the joint names be provided.

The foregoing shall extend to include any party as a joint insured at the discretion of the **Insured**.

8. **Workmen**

Workmen are allowed in and about any of the described **Premises** for the purposes of carrying out minor alterations, repairs, decorations, plant installation, general maintenance and the like without prejudice to the terms and conditions of this **Policy**.

Section 2 Business Interruption

Cover

The **Company** will indemnify the **Insured** against loss resulting from interruption of or interference with the **Business** carried on by the **Insured** at the described **Premises** consequent upon physical loss, destruction or damage of or to:

- a the **Property Insured**; or
- b other property or any part thereof (of a type insured by this **Policy**);

occurring during the **Period of Insurance**, by any accidental cause not otherwise excluded while at the described **Premises**, in accordance with the provisions contained in this **Policy** (loss, destruction or damage so caused being termed "**Damage**" for the purposes of the Business Interruption provisions hereinafter contained).

If the **Business** carried on by the **Insured** at the described **Premises** shall in consequence thereof be interrupted or interfered with the **Company** will pay to the **Insured** in respect of each of the Interests Insured (as shown in the **Schedule**) the amount of loss resulting from such interruption of or interference with the **Business** in accordance with the Business Interruption provisions hereinafter contained, provided that at the time of the happening of the **Damage** (as defined in this Section) the **Insured** can show that a policy of insurance covering the interest of the **Insured** in the property at the described **Premises** against such **Damage** is in force and that:

- a payment shall have been made or liability admitted therefor under such insurance; or
- b payment would have been made or liability would have been admitted but for the operation of any proviso in such insurance excluding liability for losses below a specified amount or but for the operation of a maintenance agreement or similar.

The most the **Company** will pay under this Section or any Extension is the **Limit(s) of Liability** or any applicable **Sub-Limit of Liability** shown in the **Schedule**.

Basis of Valuation

The insurance in respect of:

Gross Profit

Gross Profit applies to loss of **Gross Profit** due to reduction in **Turnover** and increase in cost of working and the amount payable shall be calculated by:

- a in respect of reduction in **Turnover**: the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** shall, in consequence of the **Damage** (as defined in this Section), fall short of the **Standard Turnover**; and
- b in respect of increase in cost of working: the additional expenditure necessarily (subject to the provisions of Special Condition 11. Uninsured Standing Charges of this Section) and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided;

less any sum saved during the **Indemnity Period** in respect of the charges and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the **Damage**;

Additional Increase in Cost of Working (Gross Profit)

Additional increase in cost of working shall be calculated by determining the additional expenditure (in excess of the amount payable under paragraph b of the item on **Gross Profit**) necessarily and reasonably incurred during the **Indemnity Period** in consequence of the **Damage** (as defined in this Section) for the purpose of resuming or maintaining normal business operations;

Gross Revenue

Gross Revenue applies to loss due to reduction in **Gross Revenue** and increase in cost of working and the amount payable shall be calculated by:

- a in respect of reduction in **Gross Revenue**: the amount by which the **Gross Revenue** during the **Indemnity Period** shall, in consequence of the **Damage** (as defined in this Section), fall short of the **Standard Gross Revenue**; and
- b in respect of increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction thereby avoided;

less any sum saved during the **Indemnity Period** in respect of the charges or expenses of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Damage**;

Additional Increase in Cost of Working (Gross Revenue)

Additional increase in cost of working shall be calculated by determining the additional expenditure (in excess of the amount payable under paragraph b of the item on **Gross Revenue**) necessarily and reasonably incurred during the **Indemnity Period** in consequence of the **Damage** (as defined in this Section) for the purpose of resuming or maintaining normal business operations:

Increase in Cost of Working

Increase in cost of working shall be calculated by determining the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in:

- a **Turnover**; or
- b **Gross Revenue**;

which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** (as defined in this Section), but not exceeding the amount of the reduction thereby avoided;

Rent Payable

Rent Payable shall be calculated by determining:

- a the cost of the continuation of rent; and
- b if the property is wholly untenable or unusable, the actual **Rent Payable** for the unexpired term of the lease; or
- c if the property is partially untenable or unusable, the proportion of the **Rent Payable** for the unexpired term of the lease;

less any sum saved during the **Period of Rent** in respect of the expenses and charges payable out of rent as may cease or be reduced in consequence of the **Damage** (as defined in this Section).

For the purposes of this Clause:

Rent Payable means the periodic payments made by the **Insured** for the lease of buildings not belonging to the **Insured** which do not cease, representing the amount of rent which continues to be payable by the **Insured** for buildings occupied but not owned by the **Insured** in respect of such building or any part thereof which are unfit for occupation in consequence of its **Damage**, subject to the **Company's** liability being limited to the:

- a loss suffered within the **Period of Rent** (which commences from the date of the **Damage**); or
- b **Limit of Liability**;

shown in the **Schedule**, provided always that the liability of the **Company** shall not exceed the proportion of the rent equivalent to the time necessary for reinstating the **Damage** sustained;

Rent Receivable

Rent Receivable applies to loss of **Rent Receivable** and additional expenditure and the amount shall be calculated by:

- a in respect of loss of **Rent Receivable**:
 - i. the fair rental value of any portion of the property let or sub-let by the **Insured**;
 - ii. the income reasonably expected from rentals of unoccupied or unrented portions of such property; and
 - iii. the rental income from the rented portions of such property according to bona fide leases, contracts or agreements in force at the time of loss; and
- b in respect of additional expenditure: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** (as defined in this Section), but not exceeding the amount of the reduction in **Rent Receivable** thereby avoided;

less any sum saved during the **Indemnity Period** in respect of the expenses and charges payable out of **Rent Receivable** as may cease or be reduced in consequence of the **Damage**.

For the purposes of this Clause:

Rent Receivable means the periodic payments made to the **Insured** for the lease/sublease of buildings (including but not limited to the described **Premises**) belonging to or leased by but not necessarily occupied by the **Insured**, if the said building or any part thereof is unfit for occupation in consequence of its **Damage**;

Book Debts

Book Debts applies to the loss sustained by the **Insured** in respect of **Outstanding Debit Balances** and additional expenditure directly due to **Damage** (not otherwise excluded) (as defined in this Section) of or to the **Insured's** business records at the described **Premises** and the amount shall be calculated by:

- a in respect of **Outstanding Debit Balances**: the difference between:
 - i. the **Outstanding Debit Balances**; and
 - ii. the total of the amounts received or traced in respect thereof;
- b in respect of additional expenditure: the additional expenditure incurred by the **Insured** with the prior consent of the **Company** in tracing and establishing **Customers'** debit balances after the **Damage**.

For the purposes of this Clause:

Outstanding Debit Balances means the total amount outstanding in **Customers'** accounts as set out in the **Insured's** accounts as at the end of the financial period immediately preceding the **Damage**, adjusted for:

- a bad debts;
- b amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to **Customers'** accounts in the period between the end of such financial period and the date of the **Damage**; and
- c any abnormal condition of trade which had or could have had a material effect on the **Business**;

so that the figures thus adjusted shall represent as nearly as may be reasonably practicable those which would have been obtained at the date of the **Damage** had such **Damage** not occurred;

Research Establishment Expenditure

Research Establishment Expenditure applies to the loss sustained by the **Insured** in consequence of the **Damage** (as defined in this Section) in respect of the **Research Establishment Expenditure** and increase in cost of working, and the amount shall be calculated by:

- a in respect of **Research Establishment Expenditure**: for each working week in the **Indemnity Period** during which the activities of the **Business** are, in consequence of the **Damage**:
 - i. totally interrupted or totally given over to the re working of projects affected by the **Damage** the **Insured Amount Per Week**;
 - ii. partially interrupted or partially given over to the re working of projects affected by the **Damage** an equitable proportion of the **Insured Amount Per Week** based upon the time rendered ineffective by reason of the **Damage**; and
- b in respect of increase in cost of working: the additional expenditure reasonably and necessarily incurred solely in consequence of the **Damage** in order to minimise the interruption but the amount payable under this heading shall not exceed the additional amount that would have been payable under paragraph a above for loss of **Research Establishment Expenditure** if no such increase in cost of working had been incurred; adding any reduction in
- c the amount of grants, endowments and other financial contributions made to the **Insured** pursuant to written agreements, in effect at the inception of this **Policy**, to further **Research and Development Operations**, provided that the **Insured**:
 - i. reports the value of such agreements to the **Company** prior to the inception of this **Policy**;
 - ii. reports the value of any agreements executed after inception of this **Policy** within ninety (90) days of their execution;
 - iii. reports any amendment to such agreements that change the value of such agreements within ninety (90) days of the execution of such amendments; and
 - iv. continues the **Research and Development Operations**;

less any sum saved during the **Indemnity Period** in respect of such **Research Establishment Expenditure** as may cease or be reduced in consequence of the **Damage**.

For the purposes of this Clause:

Research Establishment Expenditure means the total expenditure on:

- a research by the **Insured** at the described **Premises** less the relative cost of raw materials consumed; or
- b **Research and Development Operations** by the **Insured** at the described **Premises** less the relative cost of raw materials consumed, income derived from research undertaken under contract by the **Insured** on behalf of **Customers** and financing transactions;

Insured Amount Per Week means one fifty-second part of the **Research Establishment Expenditure** incurred during the financial year immediately before the date of the **Damage** (as defined within Section 2 Business Interruption of this **Policy**) allowing for the **Trend in the Business**.

Extensions

Where shown in the **Schedule** as insured, the following Extensions of cover are provided under this Section of the **Policy**, subject to any applicable **Sub-Limits of Liability** shown in the **Schedule**.

The **Company** will pay:

A. Following Damage

Advance Profits

notwithstanding anything contained in Excluded Property Exclusion 8. of combined Sections 1 and 2 of this **Policy** to the contrary, for loss as insured by the Interests Insured by Item 1. on **Gross Profit** derived from the **Business**, shown in the **Schedule**, resulting from interruption of or interference with the **Business** in consequence of **Damage** (as defined in this Section) to:

- a buildings in the course of erection or fitting out for future use for the purpose of the **Business**;
- b existing buildings owned or occupied by the **Insured** in the course of refurbishment;
- c machinery in the course of installation or transit to the described **Premises** for future use by the **Insured** for the purpose of the **Business**; or
- d unoccupied premises owned, leased or acquired by the **Insured** awaiting fitting out or refurbishment for future use by the **Insured** for the purpose of the **Business**;

shall be deemed to be loss resulting from **Damage** to property used by the **Insured** at the described **Premises**, provided that on the expiry of the **Period of Insurance** the **Insured** shall declare to the **Company** the projected **Gross Profit** for the first twelve (12) months of operation of any such property that was in the course of or awaiting erection, fitting out or installation during said **Period of Insurance** and pay such appropriate additional premium as the **Company** may require.

For the purposes of this Extension:

- a **Rate of Gross Profit** means the rate of **Gross Profit** that would have been earned on the **Turnover** during the **Indemnity Period** but for the **Damage**;
- b **Standard Turnover** means the **Turnover** which but for the **Damage** (as defined within Section 2 Business Interruption of this **Policy**) would have been earned during the **Indemnity Period**;

based upon the estimated production programme of the **Business** and costs and prices relating thereto, to which such adjustments shall be made as may be necessary to provide for the **Trend of the Business** and for variations in or other circumstances affecting the **Business** had the **Damage** not occurred, so that the figures thus adjusted shall represent as nearly as practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**;

- c **Indemnity Period** means the period beginning with the date upon which, but for the **Damage**, **Turnover** would have commenced and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**;

Breakdown of Computer Equipment

notwithstanding anything contained in Excluded Causes Exclusion 1.h of combined Sections 1 and 2 of this **Policy** to the contrary, for loss resulting from interruption of or interference with the **Business** in consequence of **Damage** (as defined in this Section) to **Computer Equipment** following **Computer Breakdown**;

Breakdown of all other Machinery, Plant and Contents

notwithstanding anything contained in Excluded Causes Exclusion 1.i of combined Sections 1 and 2 of this **Policy** to the contrary, for loss resulting from interruption of or interference with the **Business** in consequence of **Damage** (as defined in this Section) to all other machinery, plant and contents (not being **Computer Equipment** noted in the above Breakdown of Computer Equipment Extension) caused by the **Breakdown** thereof (as defined under the Section 1 Extension of the same name);

Computer Additional Rent

in the event of **Damage** (as defined in this Section) to any insured item of **Computer Equipment** which necessitates the cancellation of the lease/hire contract in respect of such equipment in force at the time of the **Damage** and its replacement by a new contract for similar equipment;

the **Company** will indemnify the **Insured** against the additional rental charges incurred by the **Insured** in respect of the period commencing with the expiry of the **Indemnity Period** and ending not later than:

- a twenty-four (24) months thereafter; or
 - b the expiry date of the lease/hire contract in force at the date of the **Damage**;
- whichever is the sooner;

Depreciation of Stock - Business Interruption

for loss sustained by the **Insured** within the **Indemnity Period** resulting from the depreciation in value of:

- **Stock** held and/or for which purchase contracts have been signed at the date of **Damage** (as defined in this Section),

due to the **Insured**'s inability to process such **Stock** in the normal manner solely as a result of such **Damage** at the described **Premises**.

The amount payable as indemnity shall not exceed the cost to the **Insured** of the **Stock** less any amount it is possible to save by alternative processing of the **Stock** or the sale of the **Stock** and any amount saved in respect of charges for handling and transport not incurred as a result of the **Damage**;

Fines and Damages

- for fines or damages for breach of contract; and
- for loss of interest by the **Insured**;

and the amount payable as indemnity hereunder shall be:

- a in respect of fines or damages for breach of contract such sums as the **Insured** shall be legally liable to pay and shall pay in discharge of fines or damages incurred solely in consequence of **Damage** (as defined in this Section) for non-completion or late completion of orders or contracts; and
- b in respect of loss of interest by the **Insured** the amount of interest which the **Insured** would have earned had the processing of transactions not been prevented or delayed as a consequence of **Damage**, for an amount not exceeding EUR 25,000.

Inadvertent Errors and Omissions

once the **Insured** having notified the **Company** of their intention to insure all property as insured by this Section in which they are interested and it being their belief that all such property is insured, if thereafter any such property shall be found to have been inadvertently omitted or there has been an inadvertent error in the values declared by the **Insured**, the **Company** will deem it to be insured within the terms of this **Policy** subject to payment of the premium on all such property as from the inception of this **Policy** or from the date the **Insured**'s interest in such property commences if it is erected or purchased after the inception of this **Policy**

provided that:

- a amounts held covered under this Extension are deemed to be values declared by the **Insured** on **Estimated Gross Profit, Estimated Gross Revenue** or **Rent Receivable** for the purposes of average;
- b cover under this Extension shall not apply:
 - i. in respect of companies not previously declared to and agreed by the **Company**; and
 - ii. in any territory not previously declared to and accepted by the **Company**;

Intergroup Dependency - Business Interruption at a Non-Damaged Premises

for loss resulting from interruption of or interference with the **Business** carried on by the **Insured** at another described **Premises** under this **Policy** within the **Territorial Limits**, during the **Indemnity Period** solely in consequence of **Damage** (as defined in this Section) during the **Period of Insurance**.

Loss will be calculated using the applicable Basis of Valuation provisions in this Section in effect at the respective described **Premises** affected.

This Extension does not cover loss caused by **Earthquake, Flood** or **Storm** outside of the Republic of Ireland or Northern Ireland;

Loss of Attraction

for loss resulting from interruption of or interference with the **Business** in consequence of loss, destruction or damage to property in the vicinity of, but in no event further than one mile from, the described **Premises**, which shall cause a fall in the number of customers attracted to the vicinity of the described **Premises** shall be deemed to be loss resulting from **Damage** (as defined in this Section) to property used by the **Insured** at the described **Premises**.

Where the described **Premises** form part of a shopping precinct or complex, all parts of the precinct or complex which are in common usage shall be considered to form part of the described **Premises**;

New Acquisitions

for loss resulting from interruption of or interference with the **Business** in consequence of **Damage** (as defined in this Section) to any new premises or premises of new subsidiary companies, which are not insured under another policy of insurance, acquired by the **Insured** within the **Territorial Limits**, shall be deemed to be loss resulting from **Damage** to property used by the **Insured** at the described **Premises**

provided that:

- a amounts held covered under this Extension are deemed to be values declared by the **Insured** on **Estimated Gross Profit, Estimated Gross Revenue or Rent Receivable** for the purposes of average;
- b the activities carried on by such subsidiary companies are of a similar nature to those of the **Insured** and fall within the description of the **Business** shown in the **Schedule**; and
- c this Extension shall not apply to cover in any territory not previously declared to and agreed by the **Company**.

The cover provided under this Extension will end when:

- i. the **Insured** provides full particulars of the same and the **Company** agrees to add such cover to this **Policy**;
- ii. ninety (90) days pass from the date of acquisition; or
- iii. this **Policy** expires;

whichever occurs first.

The **Company** may charge additional premium from the date of acquisition. When the **Company** has accepted the above under this **Policy**, the provisions of this Extension are fully reinstated;

Public Relations Expenses

the reasonable costs incurred by the **Insured** with the consent of the **Company** in employing suitable public relations personnel to handle the press, public announcements and the like deemed necessary, following loss resulting from interruption of or interference with the **Business** in consequence of **Damage** (as defined in this Section) to property or any part thereof (of a type insured by this **Policy**) shall be deemed to be loss resulting from **Damage** at the described **Premises**;

B. Following Damage, Premises not Occupied by the Insured

Contract Sites

for loss resulting from interruption of or interference with the **Business** in consequence of **Damage** (as defined in this Section) at any situation, anywhere within the **Territorial Limits**, not in the occupation of the **Insured** where the **Insured** is carrying out a contract shall be deemed to be loss resulting from **Damage** to property used by the **Insured** at the described **Premises**;

Customers' and Suppliers' premises - Specified

for loss resulting from interruption of or interference with the **Business** in consequence of destruction or damage at the **Situations** specified in the **Schedule** (other than in the **Excluded Territories**) shall be deemed to be loss resulting from **Damage** (as defined in this Section) to property used by the **Insured** at the described **Premises**.

This Extension does not cover any losses outside of the Republic of Ireland or Northern Ireland other than those occasioned by or happening through:-

- a fire,
- b lightning,
- c explosion, or
- d aircraft or other aerial devices or articles dropped therefrom;

Customers' and Suppliers' premises - Unspecified

for loss resulting from interruption of or interference with the **Business** in consequence of destruction or damage at the undernoted **Situations** shall be deemed to be loss resulting from **Damage** (as defined in this Section) to property used by the **Insured** at the described **Premises**.

Situations

1.	The premises, anywhere in the world other than the Excluded Territories , of any Customer of the Insured but excluding the premises of any specified Customer (as detailed in the above Business Interruption Extension).
----	---

-
2. The premises, anywhere in the world other than the **Excluded Territories**, of any of the **Insured's** suppliers, manufacturers or processors of components, goods or materials but excluding the premises of any specified supplier (as detailed in the above Business Interruption Extension) and of any supply undertaking from which the **Insured** obtains electricity, gas, water or telecommunication services and premises not in the occupation of the **Insured** where property of the **Insured** is stored.

This Extension does not cover any losses outside of the Republic of Ireland or Northern Ireland other than those occasioned by or happening through:-

- a fire,
- b lightning,
- c explosion, or
- d aircraft or other aerial devices or articles dropped therefrom;

Denial of Access - Damage

for loss resulting from interruption of or interference with the **Business** in consequence of **Damage** (as defined within this Section) to property in the vicinity of, but in no event more than one mile from, the **Premises** which shall prevent or hinder the use of the **Premises** or access thereto or exit therefrom whether the **Premises** or property of the **Insured** therein shall be damaged or not, shall be deemed to be loss resulting from **Damage** to property used by the **Insured** at the described **Premises**.

This Extension shall not apply to property of any supply undertaking from which the **Insured** obtains electricity, gas, water or telecommunication services or premises not in the occupation of the **Insured** where property of the **Insured** is stored;

Mobile Communication Property - Worldwide

for loss resulting from interruption of or interference with the **Business** in consequence of **Damage** (as defined within this Section) to **Mobile Communication Property** (as defined under the Section 1 Extension of the same name) away from the **Premises**, anywhere in the world other than the **Excluded Territories**, shall be deemed to be loss resulting from **Damage** to property used by the **Insured** at the described **Premises**;

Outsourced Activities

for loss resulting from interruption of or interference with the **Business** in consequence of **Damage** (as defined in this Section) to property at any locations owned or occupied by the suppliers of **Outsourced Services**, shall be deemed to be loss resulting from **Damage** to property used by the **Insured** at the described **Premises**.

This Extension does not cover any:

- a contractual remedy or future discounts or savings allowed in the costs for the **Outsourced Services**;
- b costs associated with the change in the nature or extent of the **Outsourced Services**;
- c additional costs in transferring **Outsourced Services** to another supplier if the contract is scheduled to expire within the indemnity period; or
- d loss caused by **Earthquake, Flood** or **Storm** outside of the Republic of Ireland or Northern Ireland.

For the purposes of this Extension:

Outsourced Services means those business functions which the **Insured** has contracted others to perform on its behalf at a reduced cost;

Public Utilities - Damage

for loss resulting from interruption of or interference with the **Business** in consequence of **Damage** (as defined in this Section) to property at any:

- a generating station or sub-station of any electricity supply undertaking from which the **Insured** obtains electricity;
- b land based premises of any gas supply undertaking or of any natural gas producer linked directly therewith from which the **Insured** obtains gas;
- c water works or pumping stations of any water supply undertaking from which the **Insured** obtains water; or
- d land based premises of any telecommunications undertaking from which the **Insured** obtains telecommunications services;

within the Republic of Ireland or Northern Ireland, shall be deemed to be loss resulting from **Damage** to property used by the **Insured** at the described **Premises**;

Transit

notwithstanding anything contained in Excluded Property Exclusion 8. of combined Sections 1 and 2 of this **Policy** to the contrary, for loss resulting from interruption of or interference with the **Business** in consequence of **Damage** (as defined within this Section) to any property belonging to and pertaining to the **Business** of the **Insured** whilst in transit by road, rail or inland waterway anywhere within the **Territorial Limits**, including while being loaded onto and unloaded from the conveyance and while located on such conveyance and temporarily housed in the course of transit, shall be deemed to be loss resulting from **Damage** to property used by the **Insured** at the **Premises**

Cover under this Extension does not include loss stemming from **Damage** to property in transit (as described above):

- i. by air or sea;
- ii. resulting from atmospheric or climatic conditions unless reasonable precautions have been taken to protect the property against such conditions;
- iii. arising as a result of packing being inadequate to withstand normal handling during transit, or due to insufficient labelling or incorrect addressing; or
- iv. carried by the **Insured** for hire or reward unless the **Insured** is contractually responsible for **Damage** occurring to such property;

Unspecified Locations

for loss resulting from interruption of or interference with the **Business** in consequence of physical loss, destruction or damage by any accidental cause not otherwise excluded to property of the **Insured** whilst stored at any premises not in the occupation of the **Insured** anywhere in the world other than the **Excluded Territories**, shall be deemed to be loss resulting from **Damage** (as defined in this Section) to property used by the **Insured** at the **Premises**.

This Extension does not:

- a apply to the premises of Specified/Unspecified **Customers** or suppliers of the **Insured** (stated as covered elsewhere in this Section); or
- b cover loss caused by **Earthquake, Flood or Storm** outside of the Republic of Ireland or Northern Ireland;

C. Non-Damage

Denial of Access - Non-Damage

for loss resulting from interruption of or interference with the **Business** in consequence of:

- access to or use of the described **Premises** being hindered or prevented, or
- exit from the described **Premises** being hindered or prevented;

due to the **Premises** or property in the vicinity of, but in no event more than one mile from the described **Premises** or any rights of way being:

- a unlawfully occupied by third parties, except in the course of a dispute between any employer and employee or group of workers;
- b thought to contain or actually containing a harmful device (including suspected terrorist notwithstanding General Exclusion 3. Terrorism), provided that the police have been immediately informed; or
- c closed down or sealed off by the police or other emergency service following danger or disturbance;

shall be deemed to be loss resulting from **Damage** (as defined in this Section) to property used by the **Insured** at the **Premises**.

This Extension does not cover loss:

- i. resulting from **Damage** to property;
- ii. arising from any cause within the control of the **Insured**; or
- iii. which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear;

Restrictions on the use of the Premises

for loss resulting from interruption of or interference with the **Business** carried on by the **Insured** at the **Premises** in consequence of:

- a the discovery of vermin or pests at the described **Premises**; or
- b any accident causing defects in the drains or other sanitary arrangements at the **Premises**;
which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority; or
- c any occurrence of murder or suicide at the **Premises**;

which shall be deemed to be loss resulting from **Damage** (as defined in this Section) to property used by the **Insured** at the **Premises**;

provided that:

- i. the **Company** shall only be liable for the loss arising at those **Premises** which are directly affected by the occurrence, discovery or accident;
- ii. the **Company** shall not be liable under this Extension for any costs incurred in the cleaning, repair, replacement, recall or checking of property; and
- iii. the liability of the **Company** under this Extension in respect of all **Occurrences** happening during the **Period of Insurance** shall not exceed the sum stated in the **Schedule**.

For the purposes of this Extension:-

- a **Indemnity Period** means the period during which the results of the **Business** shall be affected in consequence of the **Damage**, beginning with the date from which the restrictions on the **Premises** are applied (or in the case of c above, with the date of the occurrence) and ending not later than the **Maximum Indemnity Period** thereafter.
- b **Maximum Indemnity Period** means three (3) months.
- c **Premises** means only those locations stated in the **Premises** definition in Sections 1 and 2. In the event that the **Policy** includes an extension which deems **Damage** at other locations to be **Damage** at the **Premises** such extension shall not apply to this Extension.

Special Conditions

The following Special Conditions apply to this Section.

1. **Departmental Clause (applicable to Gross Profit and Gross Revenue only)**

If the **Business** is conducted in departments the independent trading results of which are ascertainable, the provisions of paragraphs a and b of the following Basis of Valuation entries (as stated in this Section):

- a Gross Profit; and
- b Gross Revenue;

shall apply separately to each department affected by **Damage**.

2. **Alternative Trading (applicable to Gross Profit, Gross Revenue and Rent Receivable only)**

If:

- a goods shall be sold;
- b services shall be rendered; or
- c the **Business** shall be conducted;

elsewhere than at the described **Premises** for the benefit of the **Business**, either by the **Insured** or by others on behalf of the **Insured**, the money paid or payable in respect of such goods or services or in respect of such other premises shall be brought into account in arriving at the:

- i. **Gross Profit;**
- ii. **Gross Revenue;** or
- iii. **Rent Receivable;**

during the **Indemnity Period**.

3. **Accumulated Stocks (applicable only if Gross Profit is insured)**

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in **Turnover** due to the **Damage** is postponed by reason of the **Turnover** being temporarily maintained from accumulated stocks of finished goods.

4. **Current Cost Accounting**

For the purposes of this insurance any adjustment implemented in current cost accounting shall be disregarded.

5. **Output Basis**

At the option of the **Insured** the term "**Output**" may be substituted for the term "**Turnover**" wherever it appears in this Section, in which case "**Output**" shall mean the sale value of goods manufactured and/or processed by the **Insured** in the course of the **Business** at the **Premises**

provided that:

- a only one such term shall be operative in connection with any one **Occurrence**, and
- b if the term "**Output**" be substituted, in the Basis of Valuation entry for Gross Profit the above stated Alternative Trading paragraph shall be deemed to be restated as follows:

If goods shall be manufactured and/or processed elsewhere than at the described **Premises** for the benefit of the **Business** either by the **Insured** or by others on the **Insured's** behalf the sale value of such goods shall be brought into account in arriving at the **Output** during the **Indemnity Period**.

6. **Payments on Account**

At the request of the **Insured** payments on account may be made to the **Insured** during the **Indemnity Period**.

7. **Adjustable**

Where items 1 or 2 of this Section are shown as 'Adjustable' in the **Schedule** the premium is provisional and is based on the **Estimated Gross Profit** or **Estimated Gross Revenue** for the financial year most nearly concurrent with the **Period of Insurance**.

The **Insured** shall provide to the **Company** not later than six (6) months after the expiry of each **Period of Insurance** a declaration, confirmed by the **Insured's** auditors of the **Gross Profit** or **Gross Revenue** earned during the financial year most nearly concurrent with the **Period of Insurance**.

If any **Damage** shall have occurred giving rise to a claim for loss of **Gross Profit** or **Gross Revenue** (as applicable) that is indemnified under this Section, the above mentioned declaration shall be increased by the **Company** for the purpose of premium adjustment by the amount by which the **Gross Profit** or **Gross Revenue** was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided above and proportionately increased where the **Maximum Indemnity Period** exceeds twelve (12) months) is:

- a less than the **Estimated Gross Profit** or **Estimated Gross Revenue** for the **Period of Insurance** the **Company** will allow a pro rata return of the premium paid on the **Estimated Gross Profit** or **Estimated Gross Revenue** but not exceeding 50% of such premium; or
- b greater than the **Estimated Gross Profit** or **Estimated Gross Revenue** for the **Period of Insurance** the **Insured** shall pay a pro rata additional premium paid on the **Estimated Gross Profit** or **Estimated Gross Revenue**.

8. **Non-Adjustable**

Where items 1 or 2 of this Section are shown as 'Non-Adjustable' in the **Schedule**, the **Insured** shall provide to the **Company** not later than six (6) months after the expiry of each **Period of Insurance** a declaration, confirmed by the **Insured's** auditors of the **Gross Profit** or **Gross Revenue** earned during the financial year most nearly concurrent with the **Period of Insurance**.

9. **Average / Underinsurance**

If any **Damage** shall have occurred giving rise to a claim for loss of **Gross Profit**, **Gross Revenue** or **Rent Receivable** (as applicable) (not on a declaration linked basis of cover) be less than the sum/amount produced by applying the:

- a **Rate of Gross Profit** to the **Standard Turnover**; or
- b **Gross Revenue** to the **Standard Gross Revenue**;

(or to a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve (12) months) the amount payable shall be proportionately reduced.

10. **Professional Accountants**

Any particulars or details contained in the **Insured's** books of account or other business books or documents which may be required by the **Company** under General Condition 11. Claims Procedure for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the **Insured** and their report shall be prima facie evidence of the particulars and details to which such report relates.

The **Company** will pay to the **Insured** the reasonable charges payable by the **Insured** to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the **Company** under the terms of General Condition 11. Claims Procedure and reporting that such particulars or details are in accordance with the **Insured's** books of account or other business books or documents.

11. **Uninsured Standing Charges (applicable only if Gross Profit is insured)**

If any standing charges of the **Business** be not insured by this **Policy** (having been deducted in arriving at the **Gross Profit** as defined herein) then in computing the amount recoverable hereunder as increase in cost of working that proportion only of any additional expenditure shall be brought into account which the **Gross Profit** bears to the sum of the **Gross Profit** and the uninsured standing charges.

12. **Value Added Tax**

To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax, any indemnity paid under this Section shall be exclusive of such tax.

Section 1 Property Damage and Section 2 Business Interruption (Combined)

Applicable to Sections 1 and 2, unless otherwise stated

Special Provisions

The following Special Provisions apply to Sections 1 and 2:

1. **Automatic Reinstatement following Loss**

In the absence of written notice by the **Insured** or the **Company** to the contrary the **Limits of Liability** (other than that described as applying in the aggregate) shown in the **Schedule** shall not stand reduced by the amount of any loss, the **Insured** undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

2. **Reinstatement**

If the **Company** elects or becomes bound to reinstate, replace or repair any **Property Insured** the **Insured** shall at their own expense produce and give to the **Company** all such plans, documents, books and information as the **Company** may reasonably require. The **Company** shall not be bound to reinstate or replace exactly or completely, but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon.

3. **Company's Rights**

On the happening of any loss, destruction or damage in respect of which a claim is or may be made under this **Policy** the **Company** and any person authorised by the **Company** may, without thereby incurring any liability or diminishing any of the **Company's** rights under this **Policy**, enter, take or keep possession of the described **Premises** where the loss, destruction or damage has happened and may take possession of or require to be delivered to the **Company** any **Property Insured** and deal with such property for all reasonable purposes and in any reasonable manner.

This Special Provision shall be evidence of the leave and licence of the **Insured** to the **Company** to do so. If the **Insured** or anyone acting on their behalf shall not comply with the requirements of the **Company** or shall hinder or obstruct the **Company** in doing any of the above mentioned acts, then all benefit under this insurance shall be forfeited. The **Insured** shall not in any case be entitled to abandon any property to the **Company** whether taken possession of by the **Company** or not.

If any other insurance effected by or on behalf of the **Insured** is expressed to cover any of the **Property Insured** hereby, but is subject to any provision whereby it is excluded from ranking concurrently with this insurance either in whole or in part or from contributing rateably to the loss, destruction or damage the liability of the **Company** shall be limited to such proportion of the loss, destruction or damage as the sum insured hereby bears to the value of such **Property Insured**.

4. **Statutory Regulations**

In respect of any vessel, machinery or apparatus or its contents, belonging to or under the control of the **Insured** which requires examination to comply with any statutory regulations, cover against loss, destruction or damage caused by an explosion originating therein is subject to the provision that such vessel, machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service.

Definitions

Words and phrases used in Sections 1 and 2 have the same meaning as defined in the General Definitions of this **Policy** save where set out below.

1. **Buildings**

means buildings at the described **Premises** including landlords' fixtures and fittings, fixed glass (including its framework lettering or any intruder alarm foil attached to it), foundations, walls, gates, fences, car parks, outbuildings, yards, swimming pools, pavements, drains, sewers, piping, cabling, wiring and associated control equipment and accessories only to the extent of the **Insured's** responsibility and liability.

2. **Computer Breakdown**

means the actual breaking, distortion or electrical burnout of any item of **Computer Equipment** or part thereof whilst in use at the described **Premises**, causing stoppage of its normal function and requiring its repair or replacement before normal operating conditions prevail.

3. **Computer Equipment**

means:

- a the computer equipment (including fixed discs, interconnecting wiring and telecommunications equipment) used for the electronic processing communication and storage of data, but excluding any such equipment controlling any manufacturing process; and/or
- b ancillary equipment solely for the use with computer equipment comprising air conditioning equipment, generating equipment, uninterruptable power supply and voltage regulation equipment, temperature and humidity recording equipment, electronic access equipment, heat, smoke and water detection equipment, lightning and transient overvoltage protection devices;

owned by or for which the **Insured** is legally liable.

4. **Computer Virus**

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

5. **Contents**

means machinery, plant and all other contents of **Buildings** (other than **Stock**) including but not limited to:

- a tenants' improvements, alterations and decorations;
- b fixtures and fittings (other than landlord's fixtures and fittings) and trade utensils;
- c **Valuable Papers**;
- d patterns, models, moulds, plans and designs;
- e **Computer Equipment**;
- f **Electronic Data Processing Media**; and
- g **Mobile Communication Property**;

and so far as they are not otherwise insured

- h employees', directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding the amount shown in the **Schedule**;

at the described **Premises**, owned by or for which the **Insured** is legally liable but excluding property more specifically insured.

6. **Customer**

means any party with whom the **Insured** has a direct contractual relationship for the sale or supply of goods, property or services.

7. **Defined Peril**
means fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, **Earthquake, Storm, Flood**, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.
8. a **Electronic Data**
means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System** (as defined in Excluded Causes Exclusion 8. of combined Sections 1 and 2 of this **Policy**).
- b **Electronic Data Processing Media**
means any property insured by Sections 1 and 2 of this **Policy** on which **Electronic Data** can be stored but not the **Electronic Data** itself.
9. **Fine Art**
means:
- a paintings, rare books, sculptures, manuscripts, pictures, prints, etchings, drawings, tapestries, bronzes, statuary, potteries, porcelains, marbles and other bona fide works of art; or
- b items of rarity or historical value.
10. **Estimated Gross Profit**
means the amount declared by the **Insured** to the **Company** as representing not less than the **Gross Profit** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve (12) months).
11. **Gross Profit**
means the amount by which the sum of the amount of the **Turnover** and the amounts of the closing **Stock** and work in progress shall exceed the sum of the amount of the opening **Stock** and work in progress and the amount of the **Variable Costs**.
- The amounts of the opening and closing **Stock** and work in progress shall be arrived at in accordance with the **Insured's** usual accountancy methods, due provision being made for depreciation.
12. **Gross Revenue**
means the money paid or payable to the **Insured** for services rendered in the course of the **Business** at the described **Premises**, excluding any **Rent Receivable**.
13. **Estimated Gross Revenue**
means the amount declared by the **Insured** to the **Company** as representing not less than the **Gross Revenue** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve (12) months).
14. **Standard Gross Revenue**
means the **Gross Revenue** during that period in the twelve (12) months immediately before the date of the **Damage** (as defined within Section 2 Business Interruption of this **Policy**) which corresponds with the **Indemnity Period**, allowing for the **Trend in the Business**.
15. **Indemnity Period**
means the period beginning with the **Occurrence** of the **Damage** (as defined within Section 2 Business Interruption of this **Policy**) and ending not later than the **Maximum Indemnity Period** (as detailed in the **Schedule**) thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

16. **Local Standard Time**

means the local standard time at the location of the **Property Insured**.

17. **Mobile Communication Property**

means mobile phones, laptop computers, pagers, personal digital assistants, mobile hand held global positioning systems and other hand held communication devices.

18. **Money**

means:

a **Negotiable Money**

means cash, bank and currency notes, cheques and giro cheques (other than blank or partly completed cheques and giro cheques), travellers cheques, bankers drafts and giro drafts, postal orders, money orders, unused current postage stamps, national insurance stamps (whether affixed to cards or otherwise), national savings and holiday with pay stamps, promissory notes, bonds, securities, bills of exchange, dividend warrants and gift tokens, luncheon vouchers, consumer redemption vouchers or other negotiable instruments all belonging to the **Insured** or for which it has accepted responsibility; and

b **Non-negotiable Money**

means crossed cheques, crossed national giro payment orders, crossed bankers' drafts, Value Added Tax (V.A.T.) purchase invoices, crossed postal orders, crossed money orders, National Savings certificates, premium bonds, credit card and debit card vouchers and unused franking machine units all belonging to the **Insured** or for which it has accepted responsibility;

However, **Money** does not mean any electronic cryptographic or virtual currency such as Bitcoin or anything similar;

19. **Occurrence**

means any one occurrence or any series of occurrences consequent upon or attributable to one source or original cause other than where expressed differently elsewhere in this **Policy**.

However, in respect of the following perils **Occurrence** means all loss, destruction or damage in any one territory:

- a caused by all **Earthquakes** or **Earthquake Shocks** arising out of a single seismic disturbance or **Storm** arising out of a single atmospheric disturbance or bush fire or ice storm occurring within a period of seventy two (72) consecutive hours shall be deemed to have been caused by a single **Occurrence**
- b during the period of this **Policy** caused by any **Flood** within a period of the continued rising or overflow and subsidence of any river or stream within the banks of such river or stream occurring within a period of seventy two (72) consecutive hours shall be deemed to have been caused by a single **Occurrence**.

Each **Occurrence** shall be deemed to have commenced on the first happening of any such loss, destruction or damage not within the period of any previous **Occurrence**.

Should any such **Occurrence** extend beyond the expiry or cancellation date of this **Policy**, the **Company** shall be liable as if such **Occurrence** had fallen entirely within the **Period of Insurance** of this **Policy**.

20. **Premises**

means premises (as per details lodged with the **Company**), anywhere within the **Territorial Limits**, owned, leased or occupied by the **Insured** for the purpose of the **Business**.

21. **Rate of Gross Profit**

means the rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Damage** (as defined within Section 2 Business Interruption of this **Policy**) allowing for the **Trend in the Business**.

22. **Research and Development Operations**

means the **Insured's** business activities at the described **Premises** which are directly related to or directly support the development of new products or enhancements of existing products.

23. **Standard Turnover**
means the **Turnover** during that period in the twelve (12) months immediately before the date of the **Damage** (as defined within Section 2 Business Interruption of this **Policy**) which corresponds with the **Indemnity Period** allowing for the **Trend in the Business**.
24. **Stock**
means the stock and materials in trade and supplies used in packing and shipping including work in progress, the property of the **Insured** or held by the **Insured** in trust or on commission for which the **Insured** are responsible.
25. **Territorial Limits**
means those countries shown in the **Schedule**.
26. **Trend in the Business**
means adjustments as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.
27. **Turnover**
means the money paid or payable to the **Insured** for goods sold and delivered and for services rendered in course of the **Business** at the **Premises**.
28. **Valuable Papers**
means documents (including stamps thereon), manuscripts, plans and writings of every description, business books and books (written and printed).
29. **Variable Costs**
means those ordinary expenses of the **Business** that do not necessarily or reasonably continue during interruption (as insured by this **Policy**) of the **Business**.

Exclusions

A. Excluded Causes

The **Company** shall not be liable under Sections 1 and 2 for:

1. loss or destruction of or damage directly or indirectly, nor any consequential loss, caused by or occasioned through or arising from:
 - a inherent vice, latent defect, gradual deterioration, wear and tear, frost or any other gradually operating cause;
 - b corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, marring, scratching, vermin or insects;
 - c change in temperature, humidity, colour, flavour, texture or finish;
 - d changes in the water table level;
 - e theft or attempted theft from yards or gardens at the described **Premises**, unless involving forcible and violent entry into or exit therefrom;
 - f asbestos material removal or modification, unless:
 - i. the asbestos forms part of the **Property Insured** and itself suffers loss, destruction or damage caused by or resulting from a cause not otherwise excluded; or
 - ii. as a result of any governmental direction or request declaring that asbestos material in or part of or utilised in any undamaged portion of the **Property Insured** can no longer be used for the purpose for which it was intended or installed and must be removed or modified;
 - g joint leakage, failure of welds, cracking, fracturing, nipple leakage, implosion, collapse or overheating of:
 - i. boilers, economisers or superheaters;
 - ii. pressure vessels, tubes or pipes; orany range of steam and feed piping in connection therewith;
 - h the actual breaking, distortion or electrical burnout of any item of **Computer Equipment** or part thereof causing stoppage of its normal function and requiring its repair or replacement before normal operating conditions prevail, except when and to the extent insured under the Section 1 and Section 2 Extension entitled Computer Breakdown;
 - i all other mechanical or electrical breakdown, failure, derangement or disturbance in respect of the particular machine, apparatus or equipment in which such breakdown, failure or derangement originates, except when and to the extent insured under the Section 1 and Section 2 Extension entitled Breakdown of all other Machinery, Plant and Contents; or
 - j the deliberate act of any supply authority in withholding the supply of water, gas, electricity or fuel or telecommunications services;but this shall not exclude subsequent loss, destruction or damage or any subsequent consequential loss not otherwise excluded by this **Policy**;
2. the bursting by steam pressure of a boiler, economiser, vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured** other than in respect of:
 - a Section 1 - a boiler used for domestic purposes only;
 - b Section 2 - any boiler or economiser on the **Premises** or a boiler used for domestic purposes only;
 - c Sections 1 and 2 - resulting damage to surrounding **Property Insured** by this **Policy**;
3. loss or destruction of or damage directly or indirectly, nor any consequential loss, caused by or occasioned through or arising from:
 - a faulty or defective workmanship, design or materials, misapplication of tools, operational error or omission on the part of the **Insured** or any of their employees;
 - b that part of the **Property Insured** or the contents of any machinery undergoing any process, test or commissioning or actually being worked upon;
 - c the correction of defects in design or content of any computer records or program and any costs and expense associated therewith;
 - d subsidence, ground heave or landslip;

- i. to any **Property Insured** which stands on made up ground or mine workings;
- ii. to any **Property Insured** occurring as a result of construction, demolition, excavation or ground works at a neighbouring site;
- iii. at any site at which the **Property Insured** stands which has previously incurred any such damage; or
- iv. which originated prior to the inception of this **Policy**;

but this shall not exclude subsequent loss, destruction or damage or any subsequent consequential loss resulting from a **Defined Peril**;

- 4. loss or destruction of or damage directly or indirectly, nor any consequential loss, caused by or occasioned through or arising from:
 - a loss of market or delay;
 - b any wilful act or neglect by the **Insured**;
 - c the **Insured** or any partner, director, officer or employee of the **Insured** parting with title or possession of any property if induced to do so by any fraudulent scheme, trick or pretence, misrepresentation (whether verbal or not) or concealment;
 - d acts of fraud or dishonesty by:
 - i. any partner, director, officer or employee of the **Insured**;
 - ii. authorised representative or agent of the **Insured**; or
 - iii. any other person to whom the **Insured** entrusts **Property Insured** or **Money** (as defined under the Section 1 Extension entitled Money);
 - e unexplained disappearance, inventory shortage, misfiling or misplacing of information
 - f theft or attempted theft from any vehicle whilst such vehicle is unattended by the driver or mate unless all windows, doors and other means of access are fully closed, fastened and where possible locked and all keys are removed from such vehicle to a place of safety; or
 - g the undernoted perils occurring when the described **Premises** are empty or disused for a continuous period of thirty (30) days or more (or unless otherwise agreed by the **Company**):
 - i. malicious act or vandalism except destruction or damage caused by or resulting from fire or explosion; or
 - ii. bursting, overflowing, freezing, discharging or leaking of water tanks, apparatus, pipes, heating, cooling or fire protection systems;
- 5. loss or destruction of or damage:
 - a to any building or other structure or the site or any parts thereof on which the property described within stands caused by or resulting from its own collapse or its normal settling, cracking, shrinkage or expansion;
 - b to **Property Insured**:
 - i. caused by fire resulting from its undergoing any heating process or any process involving the application of heat;
 - ii. resulting from its undergoing any process of production, packing, treatment, servicing or repair (unless such loss, destruction or damage is directly caused by or resulting from fire or explosion);
 - iii. resulting from the solidification of molten material (but this shall not exclude subsequent loss, destruction or damage caused by or resulting from a **Defined Peril**); or
 - iv. resulting from the escape of molten material (but this shall not exclude subsequent loss, destruction or damage caused by or resulting from fire or explosion);
 - c caused by faulty, inadequate or defective installation;
 - d for which a supplier, contractor or repairer is responsible either by law or under contract; or
 - e caused by failure of machinery to perform in accordance with plans or specifications;

nor any consequential loss resulting or arising therefrom;
- 6. any loss or destruction or damage, nor any consequential loss of whatsoever nature resulting or arising therefrom, caused by pollution or contamination except (unless otherwise excluded):
 - a destruction of or damage to the **Property Insured** caused by:

- i. pollution or contamination which itself results from a **Defined Peril**; or
 - ii. any **Defined Peril** which itself results from pollution or contamination;
 - b. loss resulting from destruction of or damage to any building or other property or any part thereof used by the **Insured** at the **Premises** for the purpose of the **Business** caused by:
 - i. pollution or contamination at the **Premises** which itself results from a **Defined Peril**: or
 - ii. any **Defined Peril** which itself results from pollution or contamination; or
7. any rate, tax, duty, development or other charge or assessment arising out of capital appreciation as a result of complying with any regulations or requirements.

Furthermore,

8. a. notwithstanding any provision to the contrary within this **Policy** or any Endorsement thereto, Sections 1 and 2 of this **Policy** exclude any:
- i. **Cyber Loss**, unless subject to the provisions of paragraph b i (below); or
 - ii. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Electronic Data**, including any amount pertaining to the value of such **Electronic Data**, unless subject to the provisions of paragraph b ii (below);
- regardless of any other cause or event contributing concurrently or in any other sequence thereto;
- b. subject to all the terms, Conditions, limitations and Exclusions of this **Policy** or any Endorsement thereto,
- i. Sections 1 and 2 of this **Policy** cover physical loss or physical damage to property insured under such Sections caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**;
 - ii. should **Electronic Data Processing Media** owned or operated by the **Insured** suffer physical loss or physical damage insured by Sections 1 and 2 of this **Policy**, then such Sections will cover the cost to repair or replace the **Electronic Data Processing Media** itself, subject to the provisions of Section 1 Property Damage Basis of Valuation 2. Electronic Data Processing Media;
- c. in the event any portion of this entry is found to be invalid or unenforceable, the remainder shall remain in full force and effect;
- d. this Exclusion supersedes and, if in conflict with any other wording of Sections 1 and 2 of this **Policy** or any Endorsement thereto, having a bearing on **Cyber Loss**, **Electronic Data** or **Electronic Data Processing Media**, replaces that wording.

For the purposes of this Exclusion the following Definitions apply:

- i. **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.
- ii. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- iii. **Cyber Incident** means:
 - a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- iv. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.

B. Excluded Property

The **Company** shall not be liable under Sections 1 and 2 for:

1. water, air, land (including but not limited to top-soil back-fill drainage or culverts), roads, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharves, mines, property underground and off-shore property;
2. animals, growing crops, trees and other vegetation, including lawns and shrubs, except to the extent insured under *Chubbflex*;
3. jewellery, precious stones, bullion, furs, curiosities and relics;
4. **Fine Art**, except to the extent insured under *Chubbflex* or more specifically specified in the **Schedule**;
5. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures;
6. a **Money**, except to the extent insured under the Section 1 Extension entitled Money; or
b any electronic cryptographic or virtual currency such as Bitcoin or anything similar;
7. aircraft or aerospace devices (including but not limited to drones), spacecraft (including but not limited to satellites) watercraft, railway locomotives or rolling stock (including accessories thereon), vehicles licensed for road use (including accessories thereon) except to the extent insured under the Section 1 Extension entitled Motor Vehicles;
8. property in transit, except to the extent insured under the Section 1 and/or Section 2 Extensions entitled:
 - a Exhibitions, Fair or Trade Shows;
 - b Hired in Plant and Continuing Hire Charges;
 - c Mobile Communication Property - Worldwide;
 - d Money;
 - e Other Locations;
 - f Specified Items - All Risks Cover;
 - g Transit; and
 - h Advance Profits;
9. property or structures in the course of construction or erection and materials, or supplies in connection therewith, except when and to the extent insured under the Section 1 Extension entitled Contract Works;
10. drains, gutters, sewers or water courses (nor the cost of cleaning them or making them good) in respect of loss, destruction or damage caused by **Flood** or **Storm**;
11. movable property in the open, fences or gates in respect of loss, destruction or damage caused by **Flood**, **Storm** or escape of water;
12. property that, at the commencement of loss of, destruction of or damage to, is insured by or would but for the existence of this **Policy** be insured by any marine policy or policies, including the risks of loading or unloading from any vessel, railway wagon or conveyance;
13. explosives and contraband;
14. **Premises** that are or become empty or disused for a continuous period in excess of sixty (60) days unless inspected at least once in every seven (7) days (or unless otherwise agreed by the Company); or
15. property more specifically insured elsewhere.

Section 3 Terrorism in the Republic of Ireland

Cover

The Cover, Special Conditions, Definitions and Exclusions contained in this Section are subject to the General Conditions, General Exclusions, General Definitions and provisions of this **Policy**, except insofar as they may be expressly varied herein.

Notwithstanding anything contained in this **Policy** to the contrary, this Section will provide cover for:

1. physical loss or destruction of or damage to any **Property Insured**; and
2. loss resulting from interruption of or interference with the **Business** carried on by the **Insured** in consequence of physical loss or destruction of or damage to any building or other property or any part thereof used by the **Insured** for the purpose of the **Business** at the described **Premises**, or as otherwise provided under any Extension to Section 2;

covered by the **Applicable Sections** in the Republic of Ireland where loss, destruction or damage is occasioned by or happening through or in consequence of an **Act of Terrorism** and/or an **Act of Sabotage** in the Republic of Ireland.

Such cover is subject to:

- a the **Limit of Liability** shown in the **Schedule**; and
- b except insofar as they may be expressly varied herein and insofar as applicable, to all of the terms and Conditions of the **Applicable Sections** as if they had been incorporated herein.

Special Conditions

The following shall apply to any cover provided by this Section:

1. **Excess**
Any Excess under the **Applicable Sections** shall also apply to this Section, unless otherwise shown in the **Schedule**.

For the purpose of this Section:

2. **Burden of Proof**
in any action, suit or other proceedings where the **Company** alleges that any physical loss, destruction or damage or consequential loss is not covered by this Section, the burden of proving that such physical loss, destruction or damage or consequential loss is covered shall be upon the **Insured**.

Definitions

Words and phrases used in this Section have the same meaning as defined in the General Definitions of this **Policy** save where set out below.

1. **Act of Terrorism**
means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
2. **Act of Sabotage**
means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
3. **Applicable Sections**
means Section 1 Property Damage and/or Section 2 Business Interruption (if shown in the **Schedule** as insured under this **Policy**).
4. **Limit of Liability**
means the **Limit of Liability** stated in the **Schedule**. The maximum liability of the **Company** shall not in any circumstances exceed the **Limit of Liability** in respect of all claims arising out of any one **Occurrence**.

Furthermore, the maximum liability of the **Company** shall not in any circumstances exceed any applicable aggregate limit stated in the **Schedule**, for all claims arising out of all **Occurrences** during the **Period of Insurance**.

5. Occurrence

means any one loss and/or series of losses arising out of and directly occasioned by any one **Act of Terrorism** or series of **Acts of Terrorism** or any one **Act of Sabotage** or series of **Acts of Sabotage** for the same purpose or cause. The duration and extent of any one “**Occurrence**” shall be limited to all losses sustained by the **Insured** at the property insured herein during any period of 72 consecutive hours arising out of the same purpose or cause. However no such period of 72 consecutive hours may extend beyond the expiration of this **Section** unless the **Insured** shall first sustain direct physical damage by an **Act of Terrorism** or an **Act of Sabotage** prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this **Section**.

Exclusions

Notwithstanding anything contained in this **Policy** to the contrary, this Section does not insure against any loss, destruction, damage, cost, expense or injury of whatsoever nature, directly or indirectly caused or occasioned by, contributed to by or arising from:

1. Seizure

seizure or legal or illegal occupation unless physical loss or damage is caused directly by an **Act of Terrorism** or an **Act of Sabotage**

2. Chemical or Biological Emission

or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind

3. Cyber

electronic means, including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

This Exclusion shall not operate to exclude losses (which would otherwise be covered under this Section) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile

4. Loss of Market

any consequential loss or damage, loss of use, delay or loss of market, loss of income, depreciation, reduction in functionality or increased cost of working unless specifically stated herein

5. Riots, Strikes, Civil Commotion

vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion or increase in loss resulting from interference of the **Business** at the **Premises**, by strikers or other persons

6. Hoax

loss or increased cost as a result of threat or hoax

7. Nuclear Risks

nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

This Section does not cover:

8. Schemes and Pools

loss, destruction or damage, injury or any consequential loss resulting therefrom, which can be insured against under any government scheme or official obligatory pool other than where such loss, destruction or damage is permitted by law and is so insured hereby. This Section will insure any difference between the amount recoverable or in the cover provided under such scheme or pool

provided always that the liability of the **Company** shall be limited to the difference between the amount recoverable under such other insurance and the amount that would have been recoverable under this Section but for the existence of such other insurance

and that no deductible amount nor any financial loss sustained by the **Insured** resulting from the operation of any condition of average or coinsurance in such other insurance be recoverable under this Section.

Section 4 Employers' Liability

Cover

The **Company** will indemnify the **Insured**, subject to the **Limit of Liability**, against all sums which the **Insured** shall become legally liable to pay as damages in respect of **Bodily Injury** sustained by any **Employee** caused during the **Period of Insurance** within the **Territorial Limits** and arising out of and in the course of employment by the **Insured** in the **Business**.

The **Company** will also pay **Costs and Expenses** in respect of any occurrence to which this Section applies.

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the **United Kingdom** (where included within the **Territorial Limits**) but the **Insured** shall repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provisions of such law.

Extensions

The insurance provided by this Section is extended to include the following:

1. Indemnity to Principals and Others

The **Company** will also indemnify in the terms of this Section:

- a in the event of the death of the **Insured** his/her legal personal representative in respect of liability incurred by the **Insured**; or
- b any principal with whom the **Insured** has entered into an agreement to the extent required by such agreement but only in respect of liability for which the **Insured** would have been entitled to indemnity under this **Policy** if the claim had been made against the **Insured**;

and at the request of the **Insured**:

- c any officer or member of the **Insured**'s catering, sports, social and welfare organisations and fire, first-aid or ambulance services;
- d any director, partner or **Employee** of the **Insured** in respect of liability for which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured**; or
- e any director, partner or **Employee** of the **Insured** in respect of liability for private work undertaken by **Employees** with the consent of the **Insured**.

Provided that:

- a such person(s) shall not be entitled to indemnity under any other policy;
- b such principal/person(s) shall as though he/she/they were the **Insured** be subject to the terms of this **Policy** in so far as they can apply; and
- c the **Limit of Liability** shall not be increased hereby.

2. Legal Defence Costs

The **Company** will indemnify the **Insured** or, at the request of the **Insured**, any **Employee**, director or partner of the **Insured**, against legal costs and expenses incurred with the prior approval of the **Company** in the defence of any criminal proceedings brought for a breach of:

- a the Safety Health and Welfare at Work Act 2005 (Republic of Ireland) or the Health and Safety at Work etc. Act 1974 (Great Britain) or the Health and Safety at Work (Northern Ireland) Order 1978 (where the **United Kingdom** is included within the **Territorial Limits**); or
- b the Food Safety Authority of Ireland Act 1998 as amended (Republic of Ireland) or the Food Safety Act 1990 (Great Britain) or the Food Safety (Northern Ireland) Order 1991 (where the **United Kingdom** is included within the **Territorial Limits**);

committed during the **Period of Insurance** in the course of the **Business**, including legal costs and expenses incurred with the prior approval of the **Company** in an appeal against conviction arising from such proceedings.

Provided that this Extension shall not apply to:

- a fines or penalties imposed by any court;
- b proceedings consequent upon any deliberate act or omission; or
- c proceedings relating to matters which do not affect the safety, health and welfare of **Employees**.

3. **Motor Contingent Liability**

Exclusion 2. Employee Passengers of this Section shall not apply in respect of legal liability of the **Insured** described in the **Schedule** arising from the use in connection with the **Business** of any motor vehicle not the property of nor provided by the **Insured**.

Provided that this Extension shall not apply in respect of liability arising while such vehicle is being:

- a driven by the **Insured**;
- b driven with the general consent of the **Insured** or the representative of the **Insured** by any person who to the knowledge of the **Insured** or such representative does not hold a valid licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence; or
- c used elsewhere than within the member countries of the European Union and the **United Kingdom**.

Part d of Extension 1. Indemnity to Principals and Others of this Section does not apply to this Extension.

4. **Unsatisfied Court Judgments**

In the event of a judgment for damages being obtained:

- a by any **Employee** or the personal representatives of any **Employee** in respect of **Bodily Injury** to the **Employee** caused during the **Period of Insurance** and arising out of and in the course of employment by the **Insured** in the **Business** against any company or individual other than the **Insured** operating from premises within:
 - i. the Republic of Ireland; or
 - ii. the **United Kingdom** (where the **United Kingdom** is included within the **Territorial Limits**);

in any court situate in the aforesaid territories; and

- b remaining unsatisfied in whole or in part six months after the date of such judgment;

then subject otherwise to the terms, Exclusions, limitations and Conditions of this Section the **Company** will at the request of the **Insured** pay under this Section to the **Employee** or the personal representatives of the **Employee** the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- a there is no appeal outstanding;
- b if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgment to the **Company**; and
- c all reasonable steps necessary have been taken to recover monies due from the party against whom the judgment was obtained.

5. **Manslaughter Defence Costs**

The **Company** will indemnify the **Insured**, and at the request of the **Insured**, any party entitled to indemnity under this Section in respect of legal costs and expenses incurred with the written consent of the **Company**:

- a in defending a charge of manslaughter where the death in connection with which such charge arises is likely to result in a claim under this Section. (This includes a charge of corporate manslaughter or corporate homicide brought under the Corporate Manslaughter and Corporate Homicide Act 2007 of the **United Kingdom**, where the **United Kingdom** is included within the **Territorial Limits**); or
- b in appealing against conviction on such charge and/or, where the **United Kingdom** is included within the **Territorial Limits**, the imposition of a remedial or publicity order under the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with such charge provided that in the opinion of a Queen's Counsel (in respect of an appeal in the **United Kingdom**) or Senior Counsel (in respect of an appeal in the Republic of Ireland) or similar legal authority (to be mutually agreed upon by the **Insured** and the **Company**) such appeal could be contested with the probability of success.

All payments made by the **Company** under this Extension shall be subject to the **Limit of Liability** for this Section shown in the **Schedule**. In respect of this Extension the **Limit of Liability** shall be inclusive of all such amounts.

6. **Acquisitions**

The **Company** will indemnify in the terms of this Section any company or other business entity either acquired or created by the **Insured** during the **Period of Insurance** from the date of such acquisition or creation.

Provided that:

- a the business of such company or entity falls within the Definition of **Business**;

- b the **Insured** supplies to the **Company** full underwriting details regarding such company or entity within thirty (30) days of its acquisition or creation;
- c the aggregate annual turnover of all such companies or entities acquired or created during any one **Period of Insurance** shall not exceed 10% of the annual turnover of the **Insured** as declared to the **Company** at the beginning of such **Period of Insurance**;
- d if after the date of acquisition or creation separate insurance covering the same liability remains in force subject to a limit of indemnity lower than that which applies to this Section the liability of the **Company** in respect of such company or entity shall not exceed the difference between the relevant limit of indemnity under such separate insurance and the relevant **Limit of Liability** applicable to this Section; and
- e the **Company** shall have the right to charge an additional premium and to alter the terms, Conditions and Exclusions of this Section in respect of such company or entity from the date of its acquisition or creation.

In respect of any such company or entity which does not meet provisos a to d:

- 1) the **Company** will not provide an indemnity until full details of such company or entity have been submitted to and accepted by the **Company** and the **Insured** has agreed to pay any additional premium and accept any change in the terms, Conditions and Exclusions required by the **Company**; and
- 2) the **Company** reserves the right to decline cover for such company or entity.

Special Conditions

The following Special Conditions apply to this Section:

- 1. General Exclusion 5. Radioactive Contamination shall apply to this Section only when the **Insured** under a contract or agreement has either undertaken:
 - a to indemnify another party; or
 - b to assume the liability of another party;
 in respect of **Bodily Injury** sustained by any **Employee**.

- 2. The **Company** may at any time at its sole discretion in respect of any occurrence or occurrences covered by this Section pay to the **Insured** the **Limit of Liability** applicable to such occurrence or occurrences (but deducting there from any sum or sums already paid), or any lesser sum for which the claim or claims arising from such occurrence or occurrences can be settled and the **Company** shall thereafter be under no further liability in respect of such occurrence or occurrences.

If any award or settlement in respect of any claim exceeds the applicable **Limit of Liability**, then the liability of the **Company** in respect of related **Costs and Expenses** where these are payable in addition to the **Limit of Liability** shall be limited to an amount that is in the same proportion as the **Company's** contribution to such award or settlement.

- 3. In the event of any occurrence giving rise to or which may give rise to a claim under this Section:
 - a the **Insured** shall:
 - i. give immediate written notice thereof (and full particulars of the occurrence) to the **Company**;
 - ii. notify the **Company** in writing immediately they shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Section;
 - iii. forward to the **Company** immediately on receipt every claim notice letter, verbal notice of claim or other originating process or any other document served on the **Insured**; and
 - iv. give all such information and assistance as the **Company** may require within such time limits as are specified by the **Company**;
 - b the **Insured** or any other party who may be entitled to indemnity under this Section shall NOT negotiate, admit liability or make any promise, payment or settlement without the **Company's** written consent; and
 - c the **Company** shall be entitled:
 - i. if and so long as it desires, to take over and to have the sole conduct and control of any claim and legal proceedings or alternative disputes resolution relating thereto in the name of the **Insured** and shall have full discretion in the settlement of any claim; and
 - ii. to prosecute in the name of the **Insured** but for the **Company's** benefit any claim for compensation or indemnity.

Definitions

Words and phrases used in this Section have the same meaning as defined in the General Definitions of this **Policy** save where set out below.

1. **Bodily Injury**

means bodily injury to any **Employee** and shall include:

- a death, illness and disease; or
- b mental injury, anguish or nervous shock sustained by any **Employee** as a result of actual or threat of bodily injury, death, illness or disease.

2. **Business**

means the **Business** described in the **Schedule** and shall include:

- a in connection with such **Business**:
 - i. the sale or supply of food and/or drink to **Employees** or others; and
 - ii. the provision of fire first-aid security and ambulance services by the **Insured** and maintenance of the **Insured's** premises;
- b the provision by the **Insured** of sports, social and welfare organisations primarily for employees; and
- c private work undertaken by any **Employee** for any director, partner or employee of the **Insured**.

3. **Costs and Expenses**

means:

- a costs and expenses recoverable by any claimant from the **Insured**;
- b costs and expenses incurred with the written consent of the **Company**;
- c the solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or in any court of summary jurisdiction; or
- d compensation to the **Insured** at the following rates per day for each day on which any of the following persons attend court as a witness at the request of the **Company**:
 - i. any director or partner of the **Insured** EUR 500
 - ii. any **Employee** EUR 250

4. **Employee**

means any person under a contract of service or apprenticeship with the **Insured**. **Employee** shall also include the following while working for the **Insured** in connection with the **Business**, in which case they will be considered to be employed by the **Insured**:

- a any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the **Insured**;
- b any labour master and any person supplied by him;
- c any person engaged as a labour only sub-contractor and any person supplied by him;
- d any self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with the **Insured**;
- e any person supplied to the **Insured** under a contract or agreement the terms of which deem such person to be in the employment of the **Insured** for the duration of such contract or agreement;
- f any work experience student or trainee; or
- g any person providing his/her services on a voluntary basis.

5. **Limit of Liability**

means the maximum amount, as shown in the **Schedule**, for which the **Company** is liable under this Section for damages and **Costs and Expenses** in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of any one occurrence and for the purpose of such **Limit of Liability** the **Insured** shall be deemed to include all parties entitled to indemnity under this Section regardless of whether such parties are designated as the **Insured**.

6. **Offshore** means from the time of embarkation on to a vessel or aircraft for conveyance to any **Offshore Rig, Offshore Platform or Offshore Installation** including associated accommodation, until disembarkation from a conveyance on to land upon return therefrom.

7. **Offshore Rig** means any offshore structure (including a mobile offshore drilling unit) containing a derrick or mast, draw-works and attendant surface equipment for the purposes of performing, drilling or workover operations.
8. **Offshore Platform** or **Offshore Installation** means any immobile offshore structure from which development wells are drilled and/or produced.
9. **Territorial Limits**
means those territories and/or countries as stated in the **Schedule**.

Exclusions

This Section does not apply to liability:

1. **Asbestos**

for any loss demand claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.

The **Company** shall have no duty of any kind with respect to any such loss demand claim or suit, unless specifically required by the provisions of any law relating to compulsory insurance of liability to employees;

2. **Employees Offshore**

to any **Employee** arising while **Offshore**;

3. **Employee Passengers**

for which compulsory motor insurance or security is required under any road traffic legislation in force within any member countries of the European Union or the **United Kingdom**;

4. **Terrorism**

a caused by or arising from an **Act of Terrorism**; and/or

b for **Bodily Injury**, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**,

unless specifically required by the provisions of any law relating to compulsory insurance of liability to employees.

If the **Company** alleges that by reason of this Exclusion any liability is not covered by this **Policy**, the onus of proving to the contrary shall be upon the **Insured**.

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

Section 5 Public and Products Liability

Cover

The **Company** will indemnify the **Insured**, subject to the **Limit of Liability**, against all sums which the **Insured** shall become legally liable to pay as damages in respect of accidental:

1. **Bodily Injury** occurring;
2. **Damage** occurring;
3. **Personal and Advertising Injury** offences committed; or
4. **Trespass, Nuisance** or **Obstruction** occurring;

during the **Period of Insurance** within the **Territorial Limits** and arising in connection with the **Business**.

The **Company** will also pay **Costs and Expenses** in respect of any occurrence to which this Section applies.

Extensions

The insurance provided by this Section is extended to include the following:

1. **Cross Liabilities**

Where more than one party comprises the **Insured** any claim by one **Insured** against any other **Insured** shall be treated as though the party so claiming is not an insured party provided that the **Limit of Liability** shall not be deemed to be increased hereby.

This Extension shall not apply in respect of **Personal and Advertising Injury**.

2. **Damage to Leased or Rented Premises**

Exclusion 5. Custody or Control part b of this Section shall not apply to premises (including fixtures and fittings) leased or rented to the **Insured**.

Provided that this Extension shall not apply in respect of:

- a liability assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement; or
- b **Damage** to any such premises which is insured under any property or fire insurance policy arranged by the **Insured** or under which the **Insured** is entitled to indemnity in respect of such **Damage**.

3. **General Data Protection Regulation Extension**

This is a claims made and notified Extension.

Notwithstanding Exclusion 12. Data Risk and Cyber Liability of this Section, the **Company** will indemnify the **Insured** in the terms of this Section against legal liability to pay damages to any person in respect of material or non-material damage as provided for under paragraph 1 of Article 82 of the General Data Protection Regulation (EU) 2016/679 as a result of a **Personal Data Breach** on or after the **Retroactive Date** and arising in connection with the **Business**.

The **Company** will also pay **Costs and Expenses** in respect of any occurrence to which this Extension applies

Provided that:

- i. this Extension shall apply in respect of claims first made against the **Insured** during the **Period of Insurance** and notified to the **Company** during the same **Period of Insurance** or within thirty (30) days of expiry thereof only;

Where multiple claims arise out of one original cause all such claims shall be deemed to have been made at the point in time when the first of the claims was made in writing against the **Insured**;

- ii. the **Sub-Limit of Liability** of the **Company** to pay damages and **Costs and Expenses** under this Extension shall not exceed the amount stated in the **Schedule** for any one claim and in the aggregate for all claims in respect of any one **Period of Insurance**;
- iii. this Extension shall apply in respect of claims first made against the **Insured** in member countries of the European Union or the **United Kingdom** only;

- iv. this Extension does not apply to liability:
 - 1) in respect of the costs and expenses of:
 - (a) rectifying, reinstating, replacing, rewriting, completing, blocking, erasing, destroying or restricting **Personal Data** and processing thereof;
 - (b) responding to any request to access **Personal Data**;
 - (c) notifying any person or supervisory authority of a **Personal Data Breach**;
 - 2) arising from a failure to:
 - (a) respond to any request to access **Personal Data**;
 - (b) notify any person or supervisory authority of a **Personal Data Breach**;
 - 3) for which indemnity is provided in whole or in part under any other more specific insurance or to the extent that indemnity is provided elsewhere within this **Policy**;
 - 4) for the amount of any deductible, excess, co-insurance or other self-insured retention applicable under this **Policy** or any other policy of insurance or security covering the same liability;
 - 5) for material or non-material damage suffered by any person whose **Personal Data** was not the subject of the **Personal Data Breach**;
 - 6) arising from:
 - (a) fraud or dishonesty;
 - (b) any deliberate or intentional act or omission by any person or party entitled to indemnity which could reasonably be expected to give rise to liability under this Extension;
 - (c) any agreement to store, process or supply **Personal Data** for a fee or by reciprocal agreement;
 - (d) circumstances known to the **Insured** prior to commencement of the **Period of Insurance**;
 - (e) circumstances notified to or which ought to have been notified to previous insurers; and
 - (f) occurrences happening in or claims or legal proceedings brought or originating in the United States of America or Canada or in any territory within the jurisdiction of either such country.

For the purposes of this Extension:

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to **Personal Data** transmitted stored or otherwise processed.

Personal Data means information by which a natural person can be identified directly or indirectly by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Retroactive Date means the date as stated in the **Schedule** as such as applicable to this Extension.

4. **Disposed of Premises**

The **Company** will indemnify the **Insured** in the terms of this Section against legal liability incurred by the **Insured** by virtue of:

- a Irish law duty of care with respect to work done on premises that is not abated by the disposal of such premises; or
- b Section 3 of the Defective Premises Act 1972 (Great Britain) or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the **Insured** (where the **United Kingdom** is included within the **Territorial Limits**).

Provided that this Extension shall not apply in respect of the cost of remedying any defect (or alleged defect) in such premises.

5. **Indemnity to Principals and Others**

The **Company** will also indemnify in the terms of this Section:

- a in the event of the death of the **Insured** his/her legal personal representative in respect of liability incurred by the **Insured**; or

- b any principal with whom the **Insured** has entered into an agreement to the extent required by such agreement but only in respect of liability for which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured**;

and at the request of the **Insured**:

- c any officer or member of the **Insured**'s catering, sports, social and welfare organisations and fire, first-aid or ambulance services;
- d any director, partner or **Employee** of the **Insured** in respect of liability for which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured**; or
- e any director, partner or **Employee** of the **Insured** in respect of liability for private work undertaken by **Employees** with the consent of the **Insured**.

Provided that:

- a such person(s) shall not be entitled to indemnity under any other policy;
- b such principal/person(s) shall as though he/she/they were the **Insured** be subject to the terms of this Section in so far as they can apply; and
- c the **Limit of Liability** shall not be increased hereby.

6. Legal Defence Costs

The **Company** will indemnify the **Insured** or, at the request of the **Insured**, any **Employee**, director or partner of the **Insured**, against legal costs and expenses incurred with the prior approval of the **Company** in the defence of any criminal proceedings brought for a breach of:

- a the Safety Health and Welfare at Work Act 2005 (Republic of Ireland) or the Health and Safety at Work etc. Act 1974 (Great Britain) or the Health and Safety at Work (Northern Ireland) Order 1978 (where the **United Kingdom** is included within the **Territorial Limits**);
- b the Consumer Protection Act 2007 as amended of the Republic of Ireland or Part II of the Consumer Protection Act 1987 (Great Britain) or Consumer Protection (Northern Ireland) Order 1987 (where the **United Kingdom** is included within the **Territorial Limits**); or
- c the Food Safety Authority of Ireland Act 1998 as amended (Republic of Ireland) or the Food Safety Act 1990 (Great Britain) or the Food Safety (Northern Ireland) Order 1991 (where the **United Kingdom** is included within the **Territorial Limits**);

committed during the **Period of Insurance** in the course of the **Business**, including legal costs and expenses incurred with the prior approval of the **Company** in an appeal against conviction arising from such proceedings.

Provided that this Extension shall not apply to:

- a fines or penalties imposed by any court;
- b proceedings consequent upon any deliberate act or omission; or
- c proceedings relating to matters which affect the safety, health and welfare of **Employees**.

7. Motor Contingent Liability

Exclusion 3. Aircraft, Watercraft, Vehicles part b of this Section shall not apply in respect of legal liability of the **Insured** named in the **Schedule** arising from the use in connection with the **Business** of any motor vehicle not the property of nor provided by the **Insured**.

Provided that this Extension shall not apply in respect of:

- a **Damage** to any such vehicle or its contents; or
- b liability arising while such vehicle is being:
 - i. driven by the **Insured**;
 - ii. driven with the general consent of the **Insured** or of the representative of the **Insured** by any person who to the knowledge of the **Insured** or of such representative does not hold a valid licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence; or
 - iii. used elsewhere than within the member countries of the European Union and the **United Kingdom**.

Part d of Extension 5. Indemnity to Principals and Others of this Section does not apply to this Extension.

8. Personal Liability Overseas

The **Company** will indemnify in the terms of this Section the **Insured** and at the request of the **Insured** any director, partner or **Employee** of the **Insured** or spouse of any such person against legal liability for damages in respect of **Bodily**

Injury or Damage arising from personal activities while temporarily outside the **Territorial Limits** in connection with the **Business**.

Provided that this Extension shall not apply in respect of:

- a liability arising from the ownership or occupation of any land or building; or
- b liability insured by any other policy of insurance;

and that any such director, partner, **Employee** or spouse shall as though he/she/they were the **Insured** be subject to the terms of this Section in so far as they can apply.

9. **Vendor's Indemnity**

At the request of the **Insured** the **Company** will indemnify in the terms of this Section any person or organisation (herein referred to as "vendor"), but only with respect to **Bodily Injury or Damage** to material property arising out of the **Insured's Products** distributed or sold in the regular course of the vendor's business.

Provided that:

- a this Extension shall not apply in respect of liability arising from:
 - i. any express warranty unauthorised by the **Insured**;
 - ii. any physical or chemical change in the form of the **Products** made intentionally by the vendor;
 - iii. repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the **Insured** and then repacked in the original container;
 - iv. demonstration, installation, servicing or repair operations, except demonstration performed at the vendor's premises in connection with the sale of the **Products**; or
 - v. **Products** which after distribution or sale by the **Insured** have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- b this Extension shall not apply to any person or organisation from whom or which the **Insured** has acquired such **Products** or any ingredient, part or container entering into accompanying or containing such **Products**;
- c such vendor shall as though they were the **Insured** be subject to the terms of this Section and the **Policy** insofar as they can apply; and
- d the **Limit of Liability** shall not be increased hereby.

10. **Residual Employers' Liability**

Exclusion 7. Employees of this Section does not apply to liability in respect of **Bodily Injury** sustained by any **Employee**:

- a which is insured or normally insured by an employers' liability and/or workers' compensation and/or public liability policy in the territory in which the **Employee** is employed in which case the indemnity provided by this Extension shall only apply to amounts in excess of:
 - 1) USD 1,000,000 in respect of any occurrence in the United States of America or any territory within its jurisdiction;
 - 2) EUR 500,000 in respect of any occurrence elsewhere in the world; or
 - 3) the limit of indemnity provided by such policy; or
 - 4) the applicable minimum limit required by law;whichever is the greater; or
- b arising from the exercise of subrogation rights against the **Insured** by any state social security or similar scheme.

This Extension shall not apply to liability for **Bodily Injury** to **Employees** who are employed by the **Insured** in the Republic of Ireland or the **United Kingdom**.

11. **Manslaughter Defence Costs**

The **Company** will indemnify the **Insured**, and at the request of the **Insured**, any party entitled to indemnity under this Section in respect of legal costs and expenses incurred with the written consent of the **Company**:

- a in defending a charge of manslaughter where the death in connection with which such charge arises is likely to result in a claim under this Section. (This includes a charge of corporate manslaughter or corporate homicide brought under the Corporate Manslaughter and Corporate Homicide Act 2007 of the **United Kingdom**, where the **United Kingdom** is included within the **Territorial Limits**); or

- b in appealing against conviction on such charge and/or, where the **United Kingdom** is included within the **Territorial Limits**, the imposition of a remedial or publicity order under the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with such charge provided that in the opinion of a Queen's Counsel (in respect of an appeal in the **United Kingdom**) or Senior Counsel (in respect of an appeal in the Republic of Ireland) or similar legal authority (to be mutually agreed upon by the **Insured** and the **Company**) such appeal could be contested with the probability of success.

All payments made by the **Company** under this Extension shall be subject to the **Limit of Liability** for this Section shown in the **Schedule**. In respect of this Extension the **Limit of Liability** shall be inclusive of all such amounts.

12. Acquisitions

The **Company** will indemnify in the terms of this Section any company or other business entity either acquired or created by the **Insured** during the **Period of Insurance** from the date of such acquisition or creation.

Provided that:

- a the business of such company or entity falls within the Definition of **Business**;
- b the **Insured** supplies to the **Company** full underwriting details regarding such company or entity within thirty (30) days of its acquisition or creation;
- c the aggregate annual turnover of all such companies or entities acquired or created during any one **Period of Insurance** shall not exceed 10% of the annual turnover of the **Insured** as declared to the **Company** at the beginning of such **Period of Insurance**;
- d if after the date of acquisition or creation separate insurance covering the same liability remains in force subject to a limit of indemnity lower than that which applies to this Section the liability of the **Company** in respect of such company or entity shall not exceed the difference between the relevant limit of indemnity under such separate insurance and the relevant **Limit of Liability** applicable to this Section; and
- e the **Company** shall have the right to charge an additional premium and to alter the terms, Conditions and Exclusions of this Section in respect of such company or entity from the date of its acquisition or creation.

In respect of any such company or entity which does not meet provisos a to d:

- 1) the **Company** will not provide an indemnity until full details of such company or entity have been submitted to and accepted by the **Company** and the **Insured** has agreed to pay any additional premium and accept any change in the terms, Conditions and Exclusions required by the **Company**; and
- 2) the **Company** reserves the right to decline cover for such company or entity.

Special Conditions

The following Special Conditions apply to this Section.

1. Discharge of Liability

The **Company** may at any time at its sole discretion in respect of any occurrence or occurrences covered by this Section pay to the **Insured** the **Limit of Liability** applicable to such occurrence or occurrences (but deducting therefrom any sum or sums already paid), or any lesser sum for which the claim or claims arising from such occurrence or occurrences can be settled and the **Company** shall thereafter be under no further liability in respect of such occurrence or occurrences except for the payment of **Costs and Expenses** incurred prior to the date of such payment and for which the **Company** may be responsible hereunder.

If any award or settlement in respect of any claim exceeds the applicable **Limit of Liability**, then the liability of the **Company** in respect of related **Costs and Expenses** where these are payable in addition to the **Limit of Liability** shall be limited to an amount that is in the same proportion as the **Company's** contribution to such award or settlement.

2. United States of America / Canada

It is hereby agreed between the **Company** and the **Insured** that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America or Canada or in any territory within the jurisdiction of either such country:

- a the liability of the **Company** under this Section in respect of all damages payable together with all **Costs and Expenses** shall not exceed the **Limit of Liability** for this Section shown in the **Schedule**;
- b regardless of any of the other provisions of this **Policy**, this insurance does not apply to punitive or exemplary damages; and
- c regardless of Exclusion 10. Pollution of this Section, this insurance does not apply to:
 - i. liability arising out of the discharge, dispersal, release or escape of smoke vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; or
 - ii. any cost or expense arising out of any governmental demand or request that an **Insured** test for, assess, monitor, clean-up, remove, contain, treat, detoxify or neutralise any irritants, contaminants or pollutants;and the **Company** shall not have the duty to defend any claims or suits seeking to impose any such liability, costs or expense or any other relief.

It is further agreed between the **Company** and the **Insured** that the premium for this insurance has been calculated accordingly.

3. Claims Procedure

In the event of any occurrence giving rise to or which may give rise to a claim under this Section:

- a the **Insured** shall:
 - i. give immediate written notice thereof (and full particulars of the occurrence) to the **Company**;
 - ii. notify the **Company** in writing immediately they shall have knowledge of any impending prosecution, inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this **Policy**;
 - iii. forward to the **Company** immediately on receipt every claim notice letter, verbal notice of claim or other originating process or any other document served on the **Insured**; and
 - iv. give all such information and assistance as the **Company** may require within such time limits as are specified by the **Company**;
- b the **Insured** or any other party who may be entitled to indemnity under this Section shall NOT negotiate, admit liability or make any promise, payment or settlement without the **Company's** written consent; and
- c the **Company** shall be entitled:
 - i. if and so long as it desires, to take over and to have the sole conduct and control of any claim and legal proceedings or alternative disputes resolution relating thereto in the name of the **Insured** and shall have full discretion in the settlement of any claim; and
 - ii. to prosecute in the name of the **Insured** but for the **Company's** benefit any claim for compensation or indemnity.

Definitions

Words and phrases used in this Section have the same meaning as defined in the General Definitions of this **Policy** save where set out below.

1. **Advertisement**

means a notice which is broadcast or published to the general public or specific market segments about the **Insured's Products** or services for the purpose of attracting customers or supporters.

2. **Bodily Injury**

means bodily injury to any person and shall include:

- a death, illness and disease; or
- b mental injury, anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury, death, illness or disease.

3. **Business**

means the **Business** described in the **Schedule** and shall include:

- a in connection with such **Business**:
 - i. the sale or supply of food and/or drink to **Employees** or others; and
 - ii. the provision of fire, first-aid, security and ambulance services by the **Insured** and maintenance of the **Insured's** premises;
- b the provision by the **Insured** of sports, social and welfare organisations primarily for employees; and
- c private work undertaken by any **Employee** for any director, partner or employee of the **Insured**.

4. **Costs and Expenses**

means:

- a costs and expenses recoverable by any claimant from the **Insured**;
- b costs and expenses incurred with the written consent of the **Company**;
- c the solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or in any court of summary jurisdiction; or
- d compensation to the **Insured** at the following rates per day for each day on which any of the following persons attend court as a witness at the request of the **Company**:
 - i. any director or partner of the **Insured** EUR 500
 - ii. any **Employee** EUR 250

5. **Damage**

means physical loss of or physical damage to material property including resultant loss of use of such property.

6. **Employee**

means any person under a contract of service or apprenticeship with the **Insured**. **Employee** shall also include the following while working for the **Insured** in connection with the **Business**, in which case they will be considered to be employed by the **Insured**:

- a any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the **Insured**;
- b any labour master and any person supplied by him;
- c any person engaged as a labour only sub-contractor and any person supplied by him;
- d any self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with the **Insured**;
- e any person supplied to the **Insured** under a contract or agreement the terms of which deem such person to be in the employment of the **Insured** for the duration of such contract or agreement;
- f any work experience student or trainee; or
- g any person providing his/her services on a voluntary basis.

7. **Limit of Liability**

means the maximum amount as shown in the **Schedule** which the **Company** shall be liable to pay under this Section as damages as a result of any one occurrence or of any series of occurrences arising directly or indirectly from one source or original cause.

For the purpose of this Definition occurrence or occurrences also means offence or offences.

Provided that:

- a the liability of the **Company** for all damages payable in respect of all **Bodily Injury** and **Damage** occurring during any one **Period of Insurance** and caused by **Products** shall not exceed the **Limit of Liability** for this Section shown in the **Schedule**; and
- b the liability of the **Company** for all damages payable in respect of all **Personal and Advertising Injury** offences committed during any one **Period of Insurance** shall not exceed the **Limit of Liability** for this Section shown in the **Schedule**.

8. **Personal and Advertising Injury**

means injury (other than **Bodily Injury**) occurring as a direct result of any of the following offences:

- a false arrest, detention or imprisonment or malicious prosecution;
- b wrongful entry or eviction which interferes with the right of private occupancy;
- c oral or written publication of material in any **Insured's Advertisement** which constitutes slander or libel or disparages goods, products or services;
- d misappropriation of advertising ideas in any **Insured's Advertisement**; or
- e infringement of copyright, **Trade Dress** or slogan in any **Insured's Advertisement**.

In the event of a series of the same or related **Personal and Advertising Injury** offences being committed over a period of time:

- i. all offences of such series shall be treated as though they were committed on the date of the first of such offences committed during the **Period of Insurance**;
- ii. no indemnity shall be provided hereunder in respect of any offences committed prior to the inception date of this Section; and
- iii. no indemnity shall be provided hereunder in respect of any offences committed after the expiry of the **Period of Insurance**.

9. **Products**

means anything sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed by or on behalf of the **Insured** including containers, packaging, labelling or instructions for use and which is not in the possession of the **Insured** at the time of the occurrence.

10. **Territorial Limits**

means those territories and/or countries as stated in the **Schedule**.

11. **Trade Dress**

means any right enforceable at law to the extent that it relates to the overall visual appearance of a business and its products and/or services and the manner in which they are packaged and/or presented.

12. **Trespass, Nuisance or Obstruction**

means trespass, nuisance, obstruction or interference with any easement, right of air, light, water or way.

Exclusions

This Section does not apply to liability:

1. **Advice**

arising out of the provision of or failure to provide any instruction advice information or professional service in return for a fee;

2. **Aircraft Products**

arising from **Products** knowingly supplied for use or installation in or on any aircraft or aerospace device which could affect the navigation, flying capabilities or safety of such aircraft or device;

3. **Aircraft, Watercraft, Vehicles**

arising from or caused by the ownership, possession, control or use by or on behalf of the **Insured** of:

a any aerospace device or any airborne or waterborne craft or vessel (other than manually propelled waterborne craft) or the loading or unloading of such craft or vessels; or

b any mechanically propelled vehicle or trailer attached thereto:

i. in circumstances for which insurance or security is required in accordance with any road traffic legislation in force within the member countries of the European Union or the **United Kingdom**; or

ii. whilst being used on any public road in any other country whether or not insurance in respect of liability therefor is compulsory;

or the loading or unloading of such vehicle or trailer attached thereto.

Provided that if there is no indemnity afforded by any motor or other insurance policy this Exclusion will not apply to liability arising from:

a the act of loading or unloading or the bringing to or taking away of a load from such vehicle or trailer; or

b the operation of plant as a tool of trade within the member countries of the European Union or the **United Kingdom** but only insofar as such liability is not the subject of compulsory insurance or security in accordance with any road traffic legislation in force in such countries;

4. **Contractual Liability**

assumed under any contract or agreement in respect of:

a **Damage** to contract or temporary works to be executed by the **Insured** and/or their subcontractors and/or to any materials, plant, tools and other property for use in connection therewith;

b **Bodily Injury** or **Damage** to material property arising from or caused by **Products**; or

c **Personal and Advertising Injury**;

unless such liability would have attached in the absence of such contract or agreement or such liability arises from an applicable statutory implied condition or warranty relating to the fitness for purpose or quality or safety of any **Products**;

5. **Custody or Control**

in respect of **Damage** to property:

a belonging to the **Insured**; or

b in the custody or control of the **Insured** or any **Employee** or agent of the **Insured** other than:

i. personal effects (including motor vehicles) belonging to visitors, directors, partners and **Employees** of the **Insured**;

ii. premises (including their contents) not leased or rented to the **Insured** but temporarily occupied by the **Insured** for the purpose of carrying out work; and

iii. property whilst in the custody or control of the **Insured** for the purpose of repair or maintenance if such **Damage** results directly from such work.

Provided that this paragraph 5.b.iii. does not apply to liability in respect of **Damage** to that part of such property worked upon where such **Damage** arises out of such work;

6. **Damage to Products**

in respect of **Damage** to or any costs or expenses claimed or incurred for repair, removal, replacement, recall, disposal or loss of use of any **Products** out of which the occurrence arises;

7. **Employees**

in respect of **Bodily Injury** sustained by any **Employee** arising out of and in the course of employment by the **Insured** in the **Business**;

8. **Fines and Penalties**

for fines, liquidated damages or under any penalty clause;

9. **Personal and Advertising Injury**

in respect of **Personal and Advertising Injury**:

a arising from oral or written publication of material:

- i. if the first oral or written publication of the same or similar material took place prior to the commencement date of this Section; or
- ii. which to the knowledge of the **Insured** is false;

b arising out of breach of contract other than misappropriation of advertising ideas under an implied contract;

c arising out of the failure of goods products or services to conform with advertised quality or performance;

d arising out of the wrong description of the price of goods products or services; or

e committed by an **Insured** whose business is advertising broadcasting publishing or telecasting.

Provided that this Exclusion 9.e does not apply to the offences described in parts a and b of Definition 8. Personal and Advertising Injury of this Section;

10. **Pollution**

arising out of the discharge, dispersal, release or escape of smoke vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this Exclusion does not apply to **Bodily Injury** or **Damage** to material property if such discharge, dispersal, release or escape is sudden and accidental;

11. **Asbestos**

for any loss, demand, claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.

The **Company** shall have no duty of any kind with respect to any such loss, demand, claim or suit;

12. **Data Risk and Cyber Liability**

directly or indirectly arising from or in connection with:

a the modification, corruption, loss, destruction, theft, misuse, illegitimate access, unlawful or unauthorised processing or disclosure of **Data** or the loss, destruction or theft of any computer, electronic device, hardware or component thereof which contains **Data**;

b i. unauthorised access or access by **Malware** to;

ii. the presence of **Malware** on;

iii. the spread of **Malware** by;

iv. the unauthorised use of;

v. the malicious use of; or

vi. malicious interference with or any distributed denial of service attack against;

any **Computer System**:

a) owned, operated, controlled, leased or used; or

b) sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed;

by or on behalf of the **Insured**.

Computer System means any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device or any components thereof or any associated input and output devices, including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.

Data means any corporate or personal information in any format, including records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to the **Insured**.

Malware means programs, files or instructions of a malicious nature which may disrupt, harm, impede access to or in any way corrupt the operation of or **Data** within any software or **Computer System**, including malicious code, ransomware, cryptoware, viruses, trojans, worms, or logic or time bombs.

SPECIAL EXTENSIONS APPLICABLE TO SECTION 5 OF THIS POLICY

1. Product Recall Expenses

Cover

Notwithstanding Exclusion 6. Damage to Products of this Section, the **Company** will indemnify the **Insured** against costs which the **Insured** shall have paid as **Product Recall Expenses** caused by any **Occurrence** of which the **Insured** first became aware during the **Period of Insurance** and which was first reported in writing to the **Company** during the same **Period of Insurance**, arising from any **Products**.

Condition

The following Condition applies to this Special Extension.

In the event of any claim being made under this Special Extension in respect of which the **Insured** and the **Company** shall fail to agree as to the necessity for the recall of the **Products** or as to the amount of costs and expenses recoverable hereunder, then such disagreement shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions. Where any disagreement is by this Condition to be referred to arbitration an award must be made prior to any right of action against the **Company**.

Subject otherwise to the terms, Exclusions and Conditions of this Section.

Definitions

Words and phrases used in this Special Extension have the same meaning as defined in this Section and/or the General Definitions of this **Policy** save where set out below.

1. **Limits of Liability**

The liability of the **Company** shall not exceed the **Sub-Limits of Liability** shown in the **Schedule** in respect of this Special Extension.

The amount payable in respect of each **Occurrence** is limited to the **Net Loss** in excess of the **Excess** shown in the **Schedule** to this Special Extension.

All **Product Recall Expenses** incurred in the simultaneous recall of different types, classes or models of the same product shall be considered as arising out of one **Occurrence**.

The liability of the **Company** in respect of all amounts paid or payable for **Product Recall Expenses** arising from all **Occurrences** reported to the **Company** during the same **Period of Insurance** shall not exceed the **Sub-Limit of Liability** in the aggregate for any one **Period of Insurance** shown in the **Schedule** to this Special Extension.

2. **Product Recall Expenses**

means the reasonable and necessary costs and expenses which with the consent of the **Company** are incurred by the **Insured** or by persons or organisations acting on behalf of the **Insured** for:

- a newspaper, magazine, radio and television announcements, correspondence and other communications;
- b the transportation of the **Products** from any purchaser, distributor or user to the place or places designated by the **Insured**;
- c the hire of additional persons who are not existing **Employees** of the **Insured**;
- d the remuneration paid to the **Insured**'s regular **Employees** at normal hourly rates or overtime rates if required;
- e expenses incurred by the **Insured**'s **Employees** for transportation and accommodation;
- f the cost of the rent or hire of additional warehouse or storage space;
- g the extra costs incurred to properly dispose of any recalled **Products** and/or packaging materials that cannot be re-used

but only when such costs and expenses are incurred exclusively for the purpose of or as a consequence of recalling the **Products**.

3. **Occurrence**

means the ascertainment that the use or consumption or storage of the **Products** has caused or would cause **Bodily Injury** to a person or **Damage** to material property which creates the need to recover possession or control of the **Products** from any purchaser distributor or user and/or to destroy or dispose of such **Products** but only as a result of one or more of the following events:

- a the accidental omission by the **Insured** of a substance or component in the **Products**;
- b the accidental introduction or the accidental substitution by the **Insured** of a deleterious substance or of a defective component in the **Products**;
- c an unintentional error or deficiency in the manufacture, design, blending, mixing, compounding, packaging or labelling of the **Products** by the **Insured** but only if such error or deficiency is known or recognised as such in the industry at the time such error or deficiency occurred.

A recall by order of a government, federal, state, or other regulatory body or official shall also be an **Occurrence** provided that any such recall is a result of an event specified in sub-paragraphs a, b or c above.

4. **Net Loss**

means the **Product Recall Expenses** after making proper deduction for all recoveries and salvages collectible.

Exclusions

This Special Extension shall not apply to **Product Recall Expenses** as a result of:

1.
 - a a wish to recall other **Products** which are similar to the **Products** giving rise to an **Occurrence**; or
 - b the **Products** being of the same trade or brand name but of different batches than that which has been determined as being a likely cause of loss under this Special Extension, if the **Insured** has represented at the time of the application of this Special Extension that the **Products** are identifiable by batch, code, or other means;
2. inherent deterioration, decomposition or transformation of the **Products** or the **Products** reaching the end of the period within which use or consumption or storage is recommended;
3. loss of customer faith or approval or any costs incurred to regain customer faith or approval or other consequential loss arising therefrom;
4. changes in the condition of the **Products** or any part thereof if such changes are deliberately caused by the act or omission of any person and whether occurring before or after the release of such **Products** by the **Insured**;
5. any pre-existing condition of the **Products** which could possibly become a cause of loss under this Special Extension and of which the **Insured** had prior knowledge;
6. circumstances arising from any deliberate act by the **Insured**;
7. any **Occurrence** arising from **Products** which were sold or supplied prior to the **Retroactive Date** shown in the **Schedule** to this Special Extension;
8. withdrawal of any **Product** without the reasonably held belief that its use or consumption or storage would or could result in either **Bodily Injury** or **Damage** to material property;
9. use of materials after they have been banned or declared unsafe by any authorised governmental entity;
10. acts or omissions of any of the **Insured's Employees** and of which any of the **Insured's** officers or directors had prior knowledge; and
11. the express conditions of any contract or agreement entered into by the **Insured** which imposes costs or expenses for the recall or replacement of the **Products** which would not have been incurred in the absence of such contract or agreement.

2. Environmental Liability

Cover

This is a Claims Made and Notified Extension.

Notwithstanding Exclusion 10. Pollution of this Section, the **Company** will pay on behalf of the **Insured** subject to the **Limit of Liability** of this Special Extension the **Remediation Costs** and **Regulatory Authority Costs** which arise out of any **New Pollution Condition** on, at, under or migrating from any property owned or leased by the **Insured** where such **Remediation Costs and Regulatory Authority Costs** result from **Regulatory Action** first imposed on the **Insured** during the **Period of Insurance** and notified to the **Company** during the same **Period of Insurance** or within sixty (60) days of expiry thereof.

Definitions

Words and phrases used in this Special Extension have the same meaning as defined in this Section and/or the General Definitions of this **Policy** save where set out below.

1. **Regulatory Authority Costs**

means:

- a costs and expenses recoverable by any **Regulatory Authority** from the **Insured**; and
- b costs and expenses incurred with the written consent of the **Company**.

2. **Retroactive Date**

means the date expressed as such in the **Schedule** to this Special Extension.

3. **Environment Law**

means any law other than **Planning Laws** or **Planning Permission**, governing the liability of the **Insured** with respect to **Pollution Conditions**.

4. **Excess**

means that part of any claim expressed as such in the **Schedule** to this Special Extension.

5. **Fungi**

means any type or form of fungus including mould or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

6. **Historic Pollution Condition**

means a **Pollution Condition** which first commenced prior to the **Retroactive Date**.

7. **Limit of Liability**

for the purposes of this Special Extension means the maximum amount shown in the **Schedule** to this Special Extension as the **Sub-Limit of Liability** for any one **Pollution Condition** which the **Company** shall be liable to pay in respect of all **Remediation Costs** and **Regulatory Authority Costs** arising from any one **Pollution Condition**

Provided always that the liability of the **Company** for all **Remediation Costs** and **Regulatory Authority Costs** pertaining to all **Pollution Conditions** during any one **Period of Insurance** shall not exceed the **Sub-Limit of Liability** in the aggregate for any one **Period of Insurance** shown in the **Schedule** to this Special Extension.

8. **New Pollution Condition**

means a sudden and accidental **Pollution Condition** which first commences in its entirety subsequent to the **Retroactive Date**.

9. **Planning Laws**

means any law governing the liabilities and/or obligations of the **Insured** in respect of the development, change of use, construction or demolition of any land, buildings or structures contained therein or thereon.

10. **Planning Permission**

means a consent, authorisation, permission, permit or licence (whether in outline or in full) issued pursuant to **Planning Laws**.

11. **Pollution Condition**

means the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, pollutant or contaminant including smoke, soot, vapours, fumes, acids, alkalis, chemicals, **Fungi**, hazardous substances, hazardous materials and waste materials into or upon land or buildings or structures thereon, the atmosphere, surface water or groundwater.

12. **Regulatory Action**

means any action taken or any liability imposed by any **Regulatory Authority** under **Environment Law**.

13. **Regulatory Authority**

means any legal body, authority, agency or other person and/or any court of law or tribunal (other than any competent authority under any **Planning Permission** or any **Planning Laws**) in each case having authority under **Environment Law**.

14. **Remediation Costs**

means reasonable expenses incurred with the written consent of the **Company** in the investigation, quantification, monitoring, abatement, removal, disposal, treatment, neutralisation or immobilisation of **Pollution Conditions** to the extent required by **Environment Law**.

15. **Responsible Official**

means any **Employee** or former **Employee** of the **Insured** who is or was responsible for environment matters, control or compliance at any property owned or leased by the **Insured** or any officer director or partner of the **Insured**.

Conditions

The following Conditions apply to this Special Extension.

1. **Claims Procedure**

In addition to the conditions contained in Special Condition 3. Claims Procedure of this Section, the **Insured** shall not incur any **Remediation Costs** without the written consent of the **Company**, except in the event of an imminent and substantial threat to human health or the environment.

2. **Inspection and Audit**

The **Company** shall have the right but not the duty to inspect any property owned or leased by the **Insured** for the purposes of the **Business** and to take samples therefrom. Such right and any resultant findings shall not imply that such property is safe or in compliance with any law.

The **Company** shall have the right but not the duty to examine and audit the **Insured's** books and records during the **Period of Insurance** and within three (3) consecutive years commencing from the cessation of this Section.

Subject otherwise to the terms, Exclusions and Conditions applicable to this Section.

Exclusions

The **Company** will not be liable under this Special Extension for **Remediation Costs** or **Regulatory Authority Costs**:

1. **Advice**

arising out of the provision of or failure to provide any instruction, advice, information or professional service in return for a fee;

2. **Aircraft, Watercraft, Vehicles**

arising from or caused by the ownership, possession, control or use by or on behalf of the **Insured** beyond the boundaries of any property owned or leased by the **Insured** of:

a any aerospace device or any airborne or waterborne craft or vessel or the loading or unloading of such craft or vessel;
or

b any mechanically propelled vehicle or trailer attached thereto;

3. **Asbestos and Lead**

arising out of or related in any way to asbestos or asbestos-containing materials, or lead or lead-containing materials, on or in structures and the **Company** shall have no duty of any kind with respect to any such liability;

4. **Capital Improvement**
arising from any **Pollution Condition** discovered in the course of replacement, repair or capital improvement activities at any property owned or leased by the **Insured**;
5. **Change in Use**
arising from any change in ownership or a material change in use of any property owned or leased by the **Insured**;
6. **Contractual Liability**
assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
7. **Custody or Control**
in respect of loss of damage to loss of use of or diminishment in value of property belonging to the **Insured** or in the custody or control of the **Insured** or any **Employee** or agent of the **Insured** other than in respect of **Remediation Costs**;
8. **Employees**
in respect of **Bodily Injury** sustained by any **Employee** or former **Employee** arising out of and in the course of employment by the **Insured** in the **Business**;
9. **Excess**
for the amount of the **Excess** shown in the **Schedule** to this Special Extension;
10. **Fines and Penalties**
for fines, liquidated damages or under any penalty clause;
11. **Historic Pollution Conditions**
arising from any **Historic Pollution Condition**;
12. **Intentional Non-Compliance**
arising from the intentional disregard of or knowing wilful or deliberate non-compliance with any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any **Regulatory Authority** or executive judicial or administrative order by the **Insured** or by a **Responsible Official**;
13. **Non-Aggregation**
any of which are the subject of indemnity under this Section or would be but for the **Limit of Liability** applicable thereto or any other **Premises Pollution Liability** or **Contractors Pollution Liability** policy issued by the **Company**;
14. **Offshore Facilities**
arising from any **Pollution Condition** on, at, under or migrating from any property or structure owned, leased, operated or controlled by the **Insured** which is situated offshore;
15. **Planning**
arising from any permission, obligation or condition required by any competent authority under any **Planning Permission** and/or **Planning Laws**;
16. **Primary, Complementary and Compensatory Remediation**
incurred in respect of injury to or damage sustained by or destruction of land, water, protected species or natural habitats for which the **Insured** is legally responsible under legislation in any Member State of the European Union which implements the European Union Environmental Liability Directive 2004/35/EC.

For the avoidance of doubt, this includes primary, complementary and compensatory remediation as defined within Annex II of Directive 2004/35/EC.

However this Exclusion does not apply to liability which would have attached in the absence of implementation of such Directive;
17. **Products Pollution**
arising from anything sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed by or on behalf of the **Insured** including containers, packaging or labelling and which is not in the possession of the **Insured** at the time of the occurrence;

18. **Radioactivity**

notwithstanding any other provisions of this **Policy**, arising from any **Pollution Condition** arising from any ionising radiations, radioactivity, or radioactive substances;

19. **Site Investigation**

arising from any **Pollution Condition** discovered during or as a result of any site investigation or associated activities undertaken for the purpose of an application to a **Regulatory Authority** by the **Insured**:

a to obtain or maintain a permit to operate an installation, facility or equipment at any property owned or leased by the **Insured**; or

b to develop or undertake construction activity at any property owned or leased by the **Insured**; and

20. **Underground Storage Tanks**

arising from any **Pollution Condition** which emanates from any tank or associated piping and appurtenance which tank has more than 10% of its volume below ground the presence of which was known to a **Responsible Official** prior to the commencement of the **Retroactive Date**.

3. Data Breach and Cyber Attack

Cover

Exclusion 12. Data Risk and Cyber Liability of this Section does not apply to liability in respect of:

1. damages incurred by any third party as a result of:
 - a any **Data Breach Event** relating to that third party's **Personal Data**; or
 - b the **Insured**'s unlawful or unauthorised disclosure of **Data** belonging to that third party.
2.
 - a **Damage** (which does not include **Damage** in respect of **Data**); or
 - b **Bodily Injury**;incurred by any third party and directly arising from:
 - i) unauthorised access or access by **Malware** to;
 - ii) the presence of **Malware** on;
 - iii) the spread of **Malware** by;
 - iv) the unauthorised use of;
 - v) the malicious use of; or
 - vi) malicious interference with or any distributed denial of service attack against;any **Computer System**:
 - 1) operated or controlled; or
 - 2) sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed;by the **Insured**.

Provided that the liability of the **Company** under this Special Extension to pay damages shall not exceed the **Sub-Limit of Liability** in the aggregate in respect of all occurrences happening during any one **Period of Insurance** shown in the **Schedule**.

This **Sub-Limit of Liability** shall apply in addition to the **Limit of Liability** for Section 5 stated in the **Schedule**.

Definitions

Words and phrases used in this Special Extension have the same meaning as defined in this Section and/or the General Definitions of this **Policy** save where set out below.

1. **Bodily Injury**
means physical injury to the body, sickness, disease or death. It does not include psychiatric harm, mental anguish, mental tension, distress, shock or any pain or suffering arising therefrom.
2. **Computer System**
means any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device or any components thereof or any associated input and output devices, including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.
3. **Data**
means any corporate or personal information in any format, including records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to the **Insured**.
4. **Data Breach Event**
means the theft, loss or unlawful or unauthorised disclosure of **Personal Data**.
5. **Malware**
means programs, files or instructions of a malicious nature which may disrupt, harm, impede access to or in any way corrupt the operation of or **Data** within any software or **Computer System**, including malicious code, ransomware, cryptoware, viruses, trojans, worms, or logic or time bombs.

6. **Personal Data**

means:

- a an individual's name, national identity number or national insurance number, medical or healthcare data, other protected health information, driver's licence number, state identification number, credit card number, address, telephone number, email address, account number or passwords; or
- b any other non-public personal information as defined in the **Privacy Regulations**;

in any format if such information creates the potential for an individual to be uniquely identified or contacted.

7. **Privacy Regulations**

means laws and regulations applying anywhere within the Republic of Ireland (and the **United Kingdom** where included in the **Territorial Limits**) to the care, custody, control or use of **Personal Data**.

4. Crisis Response

Cover

The **Company** will indemnify the **Insured** for **Crisis Response Expenses** due to **Bodily Injury** or **Damage** caused by any **Occurrence** which in the **Insured's** reasonable opinion could give rise to a claim under Section 5 of this **Policy** that are paid or incurred by the **Insured** within the **Territorial Limits** during the **Period of Insurance** and first reported in writing to the **Company** during the same **Period of Insurance** or within thirty (30) days of expiry thereof.

The liability of the **Company** under this Extension to pay **Crisis Response Expenses** shall not exceed the **Sub-Limits of Liability** shown in the **Schedule**.

To initiate the Crisis Response service, telephone 001 519 578 0663 at any time twenty-four (24) hours a day, seven (7) days a week and provide details of the **Insured** and the **Company** noted in this **Policy**.

Definitions

Words and phrases used in this Special Extension have the same meaning as defined in this Section and/or the General Definitions of this **Policy** save where set out below.

1. **Crisis Response Expenses**

means that part of expenses which are necessary, reasonable and devoted exclusively to the specific purpose of regaining confidence of the general public or of a specific market segment, but only to the extent that such confidence is substantially impaired as a direct result of **Bodily Injury** or **Damage**, sustained by any person or organisation other than the **Insured**, to which Section 5 of this **Policy** applies.

Crisis Response Expenses

a include, but only in connection with the foregoing:

- i. advice or service provided by a communications, public relations or other crisis response firm;
- ii. broadcast, electronic, printed, telecast and telephonic announcements, communications and notices;
- iii. overtime remuneration, transportation and accommodation of regular workers;
- iv. procurement, remuneration, transportation and accommodation of persons other than regular workers; or
- v. first aid administered at the time of an accident;

b do not include:

- i. any cost of the **Insured's Products** or any good, product or other property that contains or incorporates the **Insured's Products** or any replacements thereof;
- ii. any costs or expenses to correct any defect;
- iii. any costs or expenses of adjusting, inspecting or repairing any goods or products or any other property;
- iv. any costs or expenses of removing the **Insured's Products** from any good, product or other property that contains or incorporates the **Insured's Products**;
- v. any costs or expenses of installing any replacement goods or products or any other property;
- vi. any refund to any person or organisation, including any costs or expenses in connection with any refund;
- vii. any costs or expenses in connection with any actual, alleged or threatened malicious alteration or contamination of any goods, products or other property;
- viii. any costs or expenses in connection with regaining control over the **Insured's Products** or any good, product or other property that contains or incorporates the **Insured's Products** or any replacements thereof;
- ix. any costs or expenses that would have been incurred or paid regardless of whether or not such **Bodily Injury** or **Damage** occurred; and
- x. the amount of the Excess shown in the **Schedule** to this Special Extension.

2. **Occurrence**

means an accidental event, including continuous or repeated exposure to substantially the same general harmful conditions.

Section 6 Chubb Basket

Section 6A Marine Cargo

Cover

Under this Section 6A of this **Policy**, the **Company** will indemnify the **Insured** in respect of loss or **Damage** to property specified as an 'Insured Interest' (below) occurring during the **Period of Insurance** during the course of a 'Voyage' (as specified below), unless otherwise excluded.

The basis of valuation is set out below.

The terms, conditions and exclusions applicable to this Section 6A are set out in 'Governing Terms' (below) and are incorporated into this Section 6A by reference. Where there is any conflict between the 'Governing Terms' and any other term of this Section 6A, the 'Governing Terms' shall take precedence.

The full contents of the documents included in 'Governing Terms' are not repeated in this document, but copies of the full documents will be provided upon request or alternatively further information can be found on the International Underwriting Association website at: www.iuaclauses.co.uk.

The most the **Company** will pay under this Section 6A is the applicable **Limit of Liability** shown in the **Schedule**.

Marine Cover - Governing Terms

Clause Paramount

Anything contained in the Institute Clauses referred to herein that is inconsistent with the following clauses and conditions shall, to the extent of such inconsistency, be null and void.

This Clause Paramount shall not serve to override the Duration Clause in the Institute War Clauses.

Principal Conditions

Institute Cargo Clauses (A) CL.252 dated 1.1.2009.

Institute Cargo Clauses (Air) CL.259 dated 1.1.2009.

Institute War Clauses (Cargo) CL.385 dated 1.1.2009.

Institute War Clauses (Air Cargo) (excluding sendings by Post) CL.388 dated 1.1.2009.

Institute War Clauses (sendings by Post) CL.257 390 dated 1.1.2009.

Institute Strikes Clauses (Cargo) CL.256 386 dated 1.1.2009.

Institute Strikes Clauses (Air Cargo) CL.260 389 dated 1.1.2009.

Institute Classification Clause CL 354 dated 1.1.2001.

Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause CL370 dated 10.11.2003.

Institute Replacement Clause C1.161 dated 01.01.1934.

Termination of transit clause (Terrorism) JC2001/056 dated 01.01.2009.

Communicable Disease Exclusion (Cargo) JC2020/011 dated 17.04.2020.

Section 6A of this Policy covers shipments both on deck or under deck, including jettison, washing and loss overboard.

Basis of Valuation

Cost Insurance and Freight plus 10%

Limit

As set out in the Schedule.

Insured Interest

Goods and/or merchandise and/or cargo of every description incidental to the **Business** of the **Insured**.

Notwithstanding the above, in no case shall this Section 6A cover:

- a specie, paintings, rare books, sculptures, manuscripts, pictures, prints, etchings, drawings, tapestries, bronzes, statuary, potteries, porcelains, marbles and other bona fide works of art;
- b items of rarity or historical value;
- c jewellery, watches, mobile phones, computer chips/rams/mother boards and the like;
- d designs, patterns, plans and manuscripts and all other documents;
- e living creatures, including livestock and bloodstock;
- f money (including bank notes and coins), stamps, duty stamps, tickets and the like;
- g motor vehicles; and
- h goods in bulk, unpacked goods, second-hand and/or used interests, reconditioned, refurbished or remanufactured interests.

Voyages

United Kingdom to and/or from anywhere in the world other than Afghanistan, Crimea, Cuba, Iran, Iraq, Myanmar, North Korea, Syria, South Sudan, Sudan, Venezuela and any other country where their local legislation decrees insurance must be effected locally, unless specially declared and accepted by the **Company** prior to shipment.

Exclusions

The **Company** shall not be liable under this Section 6A for:

Marine Cyber

- 1 Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
- 2 Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- 3 on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Section 6B Kidnap and Extortion Expenses

Cover

Under this Section 6B of this **Policy**, the **Company** will indemnify the **First Named Insured** for **Expenses** paid by an **Insured Party** resulting directly from an **Insured Event** anywhere within the **Territorial Limits** which commences during the **Period of Insurance**.

The most the **Company** will pay under this Section 6B of this **Policy** is the applicable **Limit of Liability** shown in the **Schedule**.

Conditions

The following Conditions apply to this Section 6B.

Acquisition of the First Named Insured (Change of Status)

If, during the **Period of Insurance**, a **Transaction** occurs, the **First Named Insured** shall give written notice to the **Company** within thirty (30) days of the effective date.

Acquisition or Creation of another Company

If, during the **Period of Insurance**, an **Insured Party**:

- a acquires securities or voting rights in another entity which as a result of such acquisition becomes a **Subsidiary**;
- b creates an entity which as a result of such creation becomes a **Subsidiary**; or
- c acquires any entity by merger into or consolidation with that **Insured Party**;

that entity shall automatically become an **Insured Party** under this Section 6B with effect from the date of such acquisition or creation but only with respect to **Insured Events** which commence after such acquisition or creation.

However, if such acquired or created entity:

- i. has gross consolidated assets that increase the total consolidated assets of all the **Insured Parties** together by more than 25% as recorded in the latest annual audited report and consolidated accounts of the **First Named Insured**; or
- ii. has an amount of turnover that increases the amount of turnover of all **Insured Parties** together by more than 10% as recorded in the latest annual audited report and consolidated accounts of the **First Named Insured**,

the **First Named Insured** shall give written notice of such acquisition or creation to the **Company** as soon as practicable and also such information as the **Company** may require. The **Company** shall have the right to amend the terms of this Section 6B including charging an additional premium.

Alteration and Assignment

No change in, modification of, or assignment of interest under this Section 6B shall be effective except when made by written Endorsement to this **Policy** duly executed on behalf of the **Company**.

Deemed Death

For the purposes of all references in this Section 6B to an **Insured Person** dying, an **Insured Person** who is the victim of a **Kidnapping, Hijacking or Wrongful Detention** shall be deemed to have died in the event that there is no communication from that **Insured Person** or those responsible for the **Kidnapping, Hijacking or Wrongful Detention** for a period of two (2) years following the latest of:

- a the **Kidnapping, Hijacking or Wrongful Detention**;
- b the last communication from that **Insured Person**; and
- c the last communication from those responsible for the **Kidnapping, Hijacking or Wrongful Detention**.

The time of death shall be deemed to be the end of that two (2) year period.

Excess

The Excess amount for this Section 6B shown in the **Schedule** shall apply to each and every **Insured Event**. The Excess shall be uninsured and borne by the **Insured Party**. The **Company's** liability shall apply only to **Expenses** which are in excess of the Excess.

Expenses in Foreign Currency and Contracting

- a **Expenses** incurred in a currency other than Euros (EUR) shall be converted to and paid in Euros (EUR) based upon the rate of exchange published in the Financial Times on the date those **Expenses** are incurred.

- b Where **Expenses** relate to goods or services, the **Insured Party** shall contract with, and pay, the supplier direct for those goods or services. The **Company's** duty is limited to reimbursing afterwards, up to the **Limit of Liability**.

Insured Person's Own Assets

- a If, with regard to a **Kidnapping** or **Extortion**, the person or group perpetrating the **Kidnapping** or **Extortion** makes a demand for payment direct to an **Insured Person** rather than to an **Insured Party**, then, upon the **First Named Insured's** request by written notice to the **Company**, **Expenses** incurred by or on behalf of that **Insured Person** and which are described in points a i. to viii., x., xi. or xiv. to xvi. of the **Expenses** Definition noted below shall be deemed to be incurred by an **Insured Party**.
- b The **Company's** liability under this Section 6B for **Expenses**:
- i. which are deemed pursuant to this entry to be incurred by an **Insured Party**; and
 - ii. which were incurred by or on behalf of an **Insured Person** other than an **Employee**,
- shall be reduced by amounts paid on account of such **Expenses** under any other policy issued by the **Company** or any parent, subsidiary, affiliate or associate of the **Company**.

Limits of Liability

- a The **Company's** maximum aggregate liability for all **Expenses** under this Section 6B, irrespective of the number of claims made, the amount claimed, the number of **Insured Parties/Insured Persons** who claim, or when during the **Period of Insurance** such claims are made shall not exceed the **Limit of Liability** shown in the **Schedule**.
- b The **Company's** maximum liability for **Recall Expenses** shall not exceed the amount shown in the **Schedule**, such limit is part of, and not in addition to, the **Limit of Liability** shown in the **Schedule**.
- c The **Company's** maximum liability for all costs of rest and rehabilitation (as described within point a xvi. of the **Expenses** Definition noted below) arising out of **Kidnappings, Hijackings** and **Wrongful Detentions** shall not exceed the amount shown in the **Schedule**, such limit is part of, and not in addition to, the **Limit of Liability** shown in the **Schedule**.
- d Notwithstanding point a above, the **Company's** maximum liability for **Expenses** in respect of which a **Sub-Limit of Liability** is specified, shall be the amount shown in the **Schedule** and shall apply irrespective of the number of claims made under this Section 6B, the amount claimed, the number of **Insured Parties/Insured Persons** who claim, or when during the **Period of Insurance** such claims are made. **Sub-Limits of Liability** are part of and not in addition to the maximum **Limit of Liability** of the **Company** referred to in point a above.

The **Limits** and **Sub-Limits of Liability** and Excess shown in the **Schedule** of this **Policy** are separate **Limits, Sub-Limits** and Excesses pertaining to each Section. No payment by the **Company** under one Section shall reduce or otherwise impair the **Company's** liability under any other Section. The application of an Excess under one Section shall not reduce the Excess under any other Section.

Other Insurance

Notwithstanding General Condition 12. Non-Contribution of this **Policy** to the contrary, if an **Insured Party/Insured Person** would (but for the existence of this Section 6B) be entitled to cover under any other insurance policy (other than insurance specifically arranged to apply in excess of this Section 6B or any **Sub-Limit of Liability**) in respect of an **Insured Event**, the **Company** shall not be liable for **Expenses** other than in excess of any amount that is or would have been payable (but for the existence of this Section 6B) under any other such insurance policy.

Recoveries

For the purposes of this Section 6B, recoveries (whether effected by the **Company** or by an **Insured Party/Insured Person**), less the cost of recovery, shall be distributed as follows:

- a first, to the **First Named Insured** for the amount of **Expenses** otherwise covered but in excess of the **Limit of Liability**;
- b second, to the **Company** for the amount paid to the **First Named Insured** for covered **Expenses**;
- c third, to the **First Named Insured** for the Excess amount; and
- d fourth, to the **First Named Insured** for **Expenses** specifically excluded by this Section 6B.

For the purposes of this Condition, a recovery from any reinsurance of, or indemnity to, the **Company** shall not be regarded as a recovery.

Related Threats

In relation to **Extortion, Cyber Extortion** and **Political Threat**, all threats:

- a related by a common committed, attempted or threatened act;

- b made contemporaneously against or with regard to the same **Insured Party/Insured Person**, or involving the same **Data, Record, Instructions, Premises, or Proprietary Information** as the case may be; or
- c made by the same person or group,

shall be deemed to be a single **Insured Event** which shall attach to this Section 6B only if the first such threat was made during the **Period of Insurance**.

Reporting and Proof of Loss

Notwithstanding General Condition 11. Claims Procedure of this **Policy** to the contrary, the **Company** shall be given:

- a written notice of the **Insured Event** which gives rise to the **Expenses**, as soon as practicable and in any event no later than sixty (60) days following commencement of that **Insured Event**;
- b written notice of the incurring of the **Expenses**, as soon as practicable and in any event no later than sixty (60) days following that incurring of **Expenses**; and
- c all such information and co-operation as the **Company** may reasonably require, including but not limited to submitting to examination under oath at the **Company**'s request and producing all pertinent records to the fullest extent legally permissible at such times and places as the **Company** shall reasonably require.

Subsidiaries

- a Should an entity cease to be a **Subsidiary** before or during the **Period of Insurance**, there shall nonetheless be cover under this Section 6B with respect to such **Subsidiary** and its **Insured Persons**.
- b With respect to a **Subsidiary** and its **Insured Persons**, cover under this Section 6B shall apply only for **Insured Events** commencing, while such entity was a **Subsidiary**. The **Company** may agree to provide cover for prior matters, following receipt of further information and subject to additional terms, Conditions and premium as the **Company** may require.

Definitions

Words and phrases used in this Section have the same meaning as defined in the General Definitions of this **Policy** save where set out below.

1. Computer System

means computer hardware, software, firmware, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment and storage area network or other electronic data backup facilities.

2. Cyber Extortion

means a threat made solely and directly against an **Insured Party** by a person or group to:

- a alter, damage, destroy or render unusable any **Data** owned by that **Insured Party** or for which that **Insured Party** is legally liable; or
- b disseminate, divulge or utilise a **Record**;

by the unauthorised input into a **Computer System** of **Instructions**, where:

- i. that person or group has obtained, or claims to have obtained, unauthorised access to the **Insured Party**'s **Computer System** and is demanding payment in exchange for the mitigation or removal of such threat; and
- ii. the **Insured Party** has conducted a reasonable investigation and reasonably determined that such threat is technologically credible.

3. Data

means information, concepts or instructions processed and stored in the **Insured Party**'s **Computer System**.

4. Employee

means a natural person who:

- a is in the regular service of an **Insured Party** in the ordinary course of its business, whether temporary, permanent, full-time, part-time or seasonal;
- b is governed and directed by, and reporting directly to, an **Insured Party** in the performance of such service; and
- c is compensated by an **Insured Party** through salary, wages or commissions or is a volunteer, student, secondee or intern.

Employee also includes a natural person who is an **Executive**, but such person shall only be an **Employee** at such times when that person is performing acts within the scope of the usual duties of an **Employee**.

Employee does not include any person, other than an unpaid volunteer, student, secondee or intern, who is not on an **Insured Party's** payroll.

5. **Executive**

means any natural person who is:

- a a duly elected officer or appointed member of the board of directors, board of trustees or equivalent governing board of an **Insured Party**; or
- b an in-house general counsel of an **Insured Party**.

Executive does not include external auditors of an **Insured Party** and does not include any liquidator, receiver, administrator, supervisor or other insolvency office-holder of an **Insured Party** or of an **Insured Party's** assets.

6. **Expenses**

means:

- a the reasonable cost of any of the following incurred in connection with an **Insured Event** (but excluding the cost of v., vi. and vii. of the following where incurred solely in connection with **Cyber Extortion**):
 - i. a negotiator or consultant who is independent of the **Insured Party/Insured Person**;
 - ii. a public relations consultant who is independent of the **Insured Party/Insured Person**;
 - iii. travel and accommodation of an **Insured Person**;
 - iv. legal advice (but not advice or representation for defending against a claim) from a person who is independent of the **Insured Party/Insured Person**;
 - v. security guard services for up to fifteen (15) days from a person who is independent of the **Insured Parties/Insured Persons** (provided that, with respect to such services incurred in connection with any **Political Threat**, the **Insured Party** shall bear uninsured and at its own risk 25% of the cost of such services, and the **Company** shall only be liable for the remaining 75% of the cost of such services);
 - vi. advertising, communications and recording equipment;
 - vii. a forensic analyst who is independent of the **Insured Party/Insured Person**;
- viii. assessment of the **Extortion** or **Political Threat** by a security consultant who is independent of the **Insured Party/Insured Person**;
- ix. assessment of the **Cyber Extortion** by a computer network security consultant who is independent of the **Insured Party/Insured Person**;
- x. interest on a loan taken out by an **Insured Party** to obtain money or property to be surrendered as ransom as a result of the **Kidnapping, Extortion** or **Cyber Extortion**;
- xi. a reward paid by an **Insured Party** to a natural person who provides information not otherwise available leading to the arrest and conviction of any person responsible for the **Kidnapping, Hijacking, Wrongful Detention, Extortion** or **Cyber Extortion**;
- xii. the salary, wages, bonuses, commissions, health benefits, welfare benefits and pension benefits which an **Insured Party** continues to pay an **Employee** from the time the **Kidnapping, Hijacking** or **Wrongful Detention** of that **Employee** starts until expiry of thirty (30) days after that **Employee** is released or dies or, if earlier, expiry of sixty (60) months after the **Kidnapping, Hijacking** or **Wrongful Detention** began (but only to the extent of the rate of salary etc. that that **Employee** was entitled to at the start of the **Kidnapping, Hijacking** or **Wrongful Detention**);
- xiii. the salary, wages, bonuses, commissions, health benefits, welfare payments and pension benefits which an **Insured Party** pays a newly hired natural person to do the work of an **Employee** following the **Kidnapping, Hijacking** or **Wrongful Detention** of that **Employee** from the time the **Kidnapping, Hijacking** or **Wrongful Detention** starts until expiry of thirty (30) days after that **Employee** is released or dies or, if earlier, expiry of sixty (60) months after the **Kidnapping, Hijacking** or **Wrongful Detention** began (but only to the extent of the rate of salary etc. that that **Employee** was entitled to at the start of the **Kidnapping, Hijacking** or **Wrongful Detention**);
- xiv. pecuniary loss which an **Insured Person** sustains as the result of that **Insured Person's** inability to attend to personal financial matters solely because of the **Kidnapping, Hijacking** or **Wrongful Detention** of that **Insured Person**;
- xv. medical, cosmetic, psychiatric or dental treatment of an **Insured Person** necessitated by the **Kidnapping, Hijacking** or **Wrongful Detention** of that **Insured Person**; or

- xvi. up to thirty (30) days' rest and rehabilitation, including meals and recreation, taken within twelve (12) months following an **Insured Person's** release;
 - b **Recall Expenses**; or
 - c other reasonable expenses (but not ransom) incurred by an **Insured Party** with the **Company's** prior written consent.
7. **Extortion**
means a threat made solely and directly against an **Insured Party** by a person or group to:
- a commit a **Kidnapping** of, do bodily harm to, or wrongfully abduct or detain any **Insured Person**;
 - b damage or destroy any tangible property owned or leased by an **Insured Party**;
 - c damage or destroy any tangible property for which an **Insured Party** is legally liable and which is located on the **Premises**;
 - d contaminate any product manufactured or distributed by an **Insured Party**;
 - e to make known to persons outside all **Insured Parties** that a product manufactured or distributed by an **Insured Party** has been contaminated or is the subject of a threat to contaminate it; or
 - f disseminate, divulge or utilise any **Proprietary Information**,
- where that person or group is demanding payment in exchange for the mitigation or removal of such threat.
8. **Hijacking**
means the unlawful detention, other than a **Kidnapping**, of an **Insured Person** by violence or threat of violence by a person or group, where such unlawful detention:
- a commences while that **Insured Person** is travelling in an aircraft, watercraft or motor vehicle and lasts for more than four (4) hours; or
 - b commences while that **Insured Person** is travelling in an aircraft or watercraft and results in that **Insured Person** dying.
9. **Instructions**
means an ordered set of coded information that, when executed by a **Computer System**, causes such **Computer System** to process **Data** or perform one or more operations.
10. **Insured**
means:
- a **First Named Insured** the entity shown in the **Schedule** as the **Insured**; or
 - b **Insured Party(ies)** means a company which is the **First Named Insured** or a **Subsidiary** including any such company in its capacity as a debtor in possession under United States of America (its territories and possessions and any state or political subdivision thereof) bankruptcy law or in an equivalent status under the law of any other country.
11. **Insured Event**
means any or all of **Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion, and Political Threat**, depending on the context.
12. **Insured Person**
means a natural person who is:
- a an **Employee**;
 - b a **Relative**;
 - c physically at the home of an **Employee** as a person employed in that **Employee's** household;
 - d physically at the home of an **Employee** as a guest or residing there with the consent of that **Employee**;
 - e physically on the **Premises** of an **Insured Party** as a guest or customer;
 - f travelling in an aircraft, watercraft or motor vehicle with an **Employee** and as a customer or guest of an **Insured Party**; or
 - g temporarily retained by an **Insured Party** to deliver money or property as ransom.
13. **Kidnapping**
means:

- a a wrongful abduction and detention of an **Insured Person**, against their will or by deception, by a person or group demanding payment by an **Insured Party** in exchange for the release of that **Insured Person**; or
 - b a claim by a person or group demanding such a payment, to have carried out such a wrongful abduction and detention.
14. **Political Threat**
means a politically motivated threat made solely and directly against an **Insured Party**, to do bodily harm to an **Employee** or a **Relative**, by a person or group:
- a acting as agent of, or with tacit approval of, any government or governmental entity; or
 - b acting, or purporting to act, on behalf of any political terrorist or insurgent group.
15. **Premises**
means buildings or locations occupied by an **Insured Party** in conducting its business.
16. **Proprietary Information**
means confidential information of an **Insured Party**, unique to its business, and which is protected by physical or electronic control or other reasonable efforts to prevent it being disclosed.
17. **Recall Expenses**
means:
- a reasonable transportation expenses; or
 - b other reasonable expenses for which the **Company** has given prior written consent;
- incurred by an **Insured Party** in the withdrawal, physical inspection or destruction of products manufactured or distributed by that **Insured Party** which are the subject of a threat to contaminate, but excluding:
- i. refunds for, the value of, or the cost of replacing such products; or
 - ii. expenses which, even in the absence of such threat, would be, or would need to be, incurred in such withdrawal, physical inspection or destruction because of a known or suspected defect or lack of quality or because of any other reason.
18. **Record**
means an **Insured Party**'s information about its relationship with a customer which is not publicly available and is stored in an electronic medium, provided that such information is protected by electronic control to prevent it being disclosed.
19. **Relative**
means a person who is, in relation to an **Employee**, a **Spouse**, sibling, ancestor, **Spouse**'s ancestor, lineal descendant or lineal descendant's **Spouse**. Lineal descendants include adopted children, foster children and stepchildren. Ancestors include adoptive parents and stepparents.
20. **Spouse**
means spouse, civil partner (as defined in the Civil Partnerships Act 2004) or domestic partner.
21. **Subsidiary**
means an entity in which the **First Named Insured** directly and/or indirectly:
- a holds a majority of the voting rights;
 - b has the right to appoint or remove a majority of the board of directors; or
 - c controls alone, pursuant to a written agreement with other shareholders, a majority of the voting rights.
- In the case of a joint venture or similar entity, **Subsidiary** means an entity in which the **First Named Insured** directly and/or indirectly exercises effective management control.
- However, where there is a reference to a **Subsidiary** or **Subsidiaries** of an **Insured Party** other than the **First Named Insured**, the **Subsidiary** shall for the purposes of that reference have the above meaning, but as if the words "the **First Named Insured**" were replaced by "an **Insured Party**".
22. **Territorial Limits**
means **Expenses** on account of an **Insured Event** occurring anywhere in the world other than the **Excluded Territories**.
23. **Transaction**
means:
- a the **First Named Insured** merges into or consolidates into another entity;

- b the **First Named Insured** sells all or more than 90% of its assets to any person or entity or persons or entities acting in concert;
- c any person or entity or persons or entities acting in concert acquire or secure more than 50% of the issued share capital of the **First Named Insured**;
- d any person or entity or persons or entities acting in concert acquire control of the appointment of the majority of the board of directors of the **First Named Insured**; or
- e any public listing of the **Insured Party's** securities on any exchange.

24. **Wrongful Detention**

means the wrongful detention, other than a **Kidnapping** or **Hijacking**, of an **Insured Person** against their will by a person or group for a period of at least six (6) hours.

Exclusions

The **Company** shall not be liable under this Section 6B to reimburse:

1. **Expenses** where the **Insured Event** concerned involves any fraudulent, dishonest or criminal act of an identifiable **Employee** or where the **Expenses** involve any fraudulent, dishonest or criminal act of an identifiable **Employee**;
2. **Expenses** where an **Insured Person** suspected or believed by an **Insured Party** to be the subject of a **Kidnapping, Hijacking, Wrongful Detention, Extortion, or Political Threat** has acted fraudulently, whether alone or in collusion with others, and the **Insured Party** has not, prior to the incurring of **Expenses**, made reasonable efforts to determine that such **Kidnapping, Hijacking, Wrongful Detention, Extortion or Political Threat** is genuine;
3. loss of income not realised as the result of an **Insured Event**;
4. **Expenses** arising from **Wrongful Detention** or **Political Threat** which is due to:
 - i. any violation by an **Insured Party/Insured Person** of the law of the country where the **Wrongful Detention** takes place or of the country by or on behalf of whose government or governmental entity the **Political Threat** is made; or
 - ii. failure of an **Insured Party/Insured Person** to procure or maintain proper immigration, work, residence or similar visas, permits or other documentation;
5. any loss sustained by one **Insured Party/Insured Person** to the advantage of any other **Insured Party/Insured Person**.

General Conditions

For the purposes of these General Conditions **Insured** includes the Definition as set out in Section 6B Kidnap and Extortion Expenses. The following General Conditions apply to this **Policy**. The **Insured** must comply with these General Conditions. Where additional Conditions apply to a specific Section of this **Policy**, they are stated under that Section.

1. Remedies for Non-disclosure or Misrepresentation

In the event of any non-disclosure or misrepresentation which is neither deliberate nor reckless the **Company's** proportionate remedy shall be based upon what the **Company** can demonstrate it would have done if a duty to disclose had been met, as follows:

If the **Company**:

- a would not have entered into this **Policy**, then the **Company** may avoid this **Policy** but shall return the premium to the **Insured**;
- b would have entered into this **Policy** but only on different terms, then the **Company** may treat this **Policy** as having included those different terms with effect from **Inception**; and/or
- c would have entered into this **Policy** but only at a higher premium, then the **Company** may proportionately reduce the amount of any claim with effect from **Inception**.

It is agreed between the **Company** and the **Insured** that:

- i. the remedies under b and c above are cumulative; and
- ii. the **Company's** pre-contractual rights are unimpaired where any non-disclosure or misrepresentation is deliberate or reckless.

For the purposes of this General Condition, **Inception** means the commencement of the current **Period of Insurance**.

2. Termination

The insurance by this **Policy** shall be avoided:

- a with respect to any item of **Property Insured** thereby in regard to which there be any alteration after the commencement of this insurance whereby the **Insured's** interest ceases except by will or operation of law; and
- b with respect to loss resulting from interruption of or interference with the **Business**:
 - i. if the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued; or
 - ii. if the **Insured's** interest ceases otherwise than by death;

at any time after the commencement of this insurance, unless its continuance be admitted by the **Company** in writing.

3. Non-Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of any contingency of a type insured by this **Policy** is increased, unknown to or beyond the control of the **Insured**, provided that they shall, immediately upon the same coming to their knowledge, give notice thereof to the **Company** and pay such additional premium as may be required.

4. Choice of Law

This **Policy** of insurance shall be governed by and construed in accordance with the laws of the Republic of Ireland and be subject to the exclusive jurisdiction of the courts of the Republic of Ireland in respect of any dispute arising under or in connection with this **Policy**, including any dispute as to the formation or validity of the **Policy**.

5. Precautions

The **Insured** shall at their own expense take all reasonable precautions:

- a for the safety of the **Property Insured** and shall maintain the **Buildings** and all other property at the described **Premises** in a good and substantial state of repair;
- b in the selection of employees;
- c to ensure that their **Products** (as defined in Definition 9. Products of Section 5) are free from defect and fit for the purposes intended and comply with all statutory obligations and regulations imposed by any authority before possession thereof is relinquished to others;
- d to remedy any defect or danger upon discovery thereof and take such additional precautions as the circumstances may require; and
- e to prevent any circumstances arising or to cease any activity which may give rise to liability under this **Policy**.

6. **Fraudulent Claims**

- a If the **Insured** makes a fraudulent claim under this **Policy**:
 - i. the **Company** shall not be liable to pay the claim and any sums paid by the **Company** in respect of the claim shall be repaid to the **Company** immediately; and
 - ii. the **Company** may by giving notice in writing to the **Insured** at their last known address treat this **Policy** as having been terminated with effect from the time of the **Fraudulent Act**;
- b If the **Company** does treat this **Policy** as having been terminated:
 - i. it may refuse all liability to the **Insured** under this **Policy** in respect of any **Relevant Event** occurring after the time of the **Fraudulent Act**; and
 - ii. it need not return any of the premiums paid under this **Policy**.

Provided that such termination does not affect the rights and obligations of the parties to this **Policy** with respect to any **Relevant Event** occurring before the time of the **Fraudulent Act**.

For the purposes of this General Condition:

Fraudulent Act means the behaviour that makes a claim fraudulent.

Relevant Event means whatever triggers the **Company's** liability under this **Policy**.

7. **Subrogation**

This General Condition does not apply to Section 4 - Employers' Liability and Section 5 - Public and Products Liability.

Any person claiming indemnity under this **Policy** shall at the request and at the expense of the **Company** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **Company** for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the **Company** shall be or would become entitled or subrogated upon its indemnifying the **Insured** under this **Policy**, whether such acts and things shall be or become necessary or required before or after their indemnification by the **Company**.

However, in the event of a claim arising under this **Policy**, the **Company** agrees to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- a any company standing in the relation of:
 - i. parent to subsidiary (or subsidiary to parent) to the **Insured**; or
 - ii. any company which is a subsidiary of a parent company of which the **Insured** are themselves a subsidiary;in each case as defined in current legislation;
- b any person or organisation against whom the **Insured** has agreed to waive its own right of recovery in a written contract, provided that such contract was executed prior to the date of the occurrence giving rise to the claim.

8. **Contracting Parties and Rights of Action**

It is not intended that the **Policy** will confer any rights or obligations on any person or company who is not a party to this **Policy**. Such a person or company has no right to enforce any of the terms of this **Policy** under any legislation conferring such rights or otherwise. The parties shall be entitled to terminate or rescind this **Policy** in accordance with the terms set out in this **Policy** without the consent of any third party.

9. **Arbitration**

Any dispute between the **Insured** and the **Company** on the **Company's** liability in respect of the claim or the amount to be paid shall in default of agreement be referred within twelve (12) months of the dispute arising to an arbitrator appointed jointly by the **Insured** and the **Company** in agreement or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland and the decision of such arbitrator shall be final and binding on both parties.

If the dispute has not been referred to arbitration within the aforesaid twelve (12) month period then it shall be deemed to have been abandoned and not recoverable thereafter.

The seat of arbitration shall be the Republic of Ireland.

10. **Cancellation**

This General Condition does not apply to Section 3 - Terrorism in the Republic of Ireland.

This **Policy** may be cancelled by the **Company** by sending to the **Insured** at their last known address by recorded delivery letter written notice stating when not less than sixty (60) days thereafter cancellation shall be effective. The posting of notice as aforesaid shall be sufficient proof of notice.

Where any premium payable by direct debit instalments is not received, the **Company** will request payment for that unpaid premium in writing. If payment is not received within fifteen (15) days of that request, this **Policy** will be cancelled with effect from the date on which the initial unpaid direct debit was due.

Notwithstanding the above paragraphs and in respect of Section 6A - Marine Cargo only, cover for War and Strikes risks is subject to seven (7) days' notice of cancellation, other than cover for Strikes risks in respect of shipments and/or sendings to and/or from the United States of America which is subject to forty-eight (48) hours' notice of cancellation.

11. **Claims Procedure**

This General Condition does not apply to Section 5 - Public and Products Liability.

On the happening of any event giving rise to or which may give rise to a claim under this **Policy**:

- a the **Insured** shall make all reasonable efforts to:
 - i. report it in writing to the **Company** as soon as possible but at the latest within seven (7) days if caused by riot, civil commotion or malicious persons or **Terrorism**;
 - ii. report it to the police immediately in case of loss, destruction or damage by malicious persons, theft or loss of any property (including **Money**);
 - iii. supply to the **Company** (at the **Insured**'s own expense and in the form prescribed by the **Company**) all such detailed particulars, proofs, books of account, other business books, documents and other evidence as the **Company** may from time to time reasonably require, including details of any other relevant insurance, within:
 - 1) seven (7) days of the event in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons;
 - 2) thirty (30) days of the expiry of the **Indemnity Period** in the case of any claim under Section 2 – Business Interruption of this **Policy**; or
 - 3) thirty (30) days of the event in the case of any other claim;or such further time as the **Company** may allow;
 - iv. if demanded, deliver to the **Company** (at the **Insured**'s own expense) a statutory declaration of the truth of the claim and of any matters connected therewith;
 - v. take or permit to be taken such reasonable action as may be necessary to minimise the damage or loss consequent thereon;
 - vi. notify the **Company** immediately upon hearing of any impending prosecution, inquest or fatal inquiry in connection with any such event; and
 - vii. forward every claim notice letter, verbal notice of claim or claim form or other originating process or any other document served on the **Insured** to the **Company** immediately on receipt;
- b the **Company** shall be entitled:
 - i. to prosecute in the name of the **Insured** but for the **Company**'s benefit any claim for compensation or indemnity and any claimant under this **Policy** shall at the request and expense of the **Company** take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the **Insured** before or after any payment is made by the **Company**;
 - ii. if and so long as it desires, to take over and to have the sole conduct and control of any claim and legal proceedings or alternative dispute resolutions relating thereto in the name of the **Insured** and shall have full discretion in the settlement of any claim; and
 - iii. on the happening of any loss, destruction or damage to the **Property Insured**, without incurring any liability, to enter any building where the loss, destruction or damage has happened and to take and keep possession of the **Property Insured** and to deal with such property and with the salvage in a reasonable manner and this **Policy** shall be proof of leave and licence for such purpose. No property may be abandoned to the **Company** whether taken possession of by the **Company** or not;
- c the **Insured** shall not negotiate, admit liability or make any promise or payment or settlement without the **Company**'s written consent.

12. Non-Contribution

A. Applicable to all Sections other than Section 4 - Employers' Liability and Section 5 - Public and Products Liability:

This **Policy** shall not be brought into contribution with any other insurance except to the extent that:

- a the insurance provided by this **Policy** is broader in meaning or in scope than the insurance provided under such other insurance; and
- b any limitation of liability contained in any such other insurance is lower than any corresponding limitation of liability contained in this **Policy**;

provided always that:

- i. the liability of the **Company** shall be limited to the difference between the amount recoverable under such other insurance and the amount that would have been recoverable under this **Policy** but for the existence of such other insurance; and
- ii. no deductible or excess amount, nor any financial loss sustained by the **Insured** resulting from the operation of any condition of average or co-insurance in such other insurance be recoverable under this **Policy**.

B. Applicable to Section 4 - Employers' Liability and Section 5 - Public and Products Liability only:

If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether effected by the **Insured** or not covering the same liability the **Company** shall not be liable to indemnify the **Insured** in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this **Policy** not been effected.

13. Claims Preparation Costs

A. Applicable to Section 1 - Property Damage, Section 2 - Business Interruption and Section 3 - Terrorism in the Republic of Ireland only:

The **Company** will indemnify the **Insured** for necessary and reasonable costs incurred by the **Insured** or by the **Insured**'s employees, representatives or consultants in preparing and verifying details required by the **Company** in order to investigate any claim under this insurance for which the **Company** has accepted liability;

the liability of the **Company** under this General Condition in respect of any one **Occurrence** and in the aggregate in any one **Period of Insurance** shall not exceed the sum shown in the **Schedule**;

B. Applicable to Section 4 - Employers' Liability and Section 5 - Public and Products Liability only:

The **Company** will indemnify the **Insured** for necessary and reasonable costs incurred by the **Insured** or by the **Insured**'s employees, representatives or consultants in preparing and verifying details required by the **Company** in order to investigate any claim under this insurance for which the **Company** has accepted liability;

The liability of the **Company** under this General Condition for all such costs under this Extension shall not exceed the applicable **Sub-Limit of Liability**;

provided that:

- a the **Company** shall not be liable hereunder in respect of the costs of negotiation of the claim with the **Company** or the **Company**'s representatives; and
- b the **Insured** shall maintain an accurate record of the amount of time spent by each person on such work and such record shall be made available to the **Company** upon request.

The amount payable in respect of each person shall be such proportion of one fifty-second part of his/her basic annual salary as the number of hours engaged on such work bears to the number of hours he/she is contractually employed to work per week.

14. Survey

This General Condition applies to Section 4 - Employers' Liability only.

The **Company** or a representative of the **Company** is permitted to undertake a survey of the **Insured**'s premises. If this option is exercised by the **Company** it shall produce a survey report for the **Company**.

Between inception of this **Policy** and the production of the survey report, the terms, Conditions and Exclusions of this **Policy** remain unaltered.

In the event that the survey report is unsatisfactory to the **Company**, the **Company** shall have the right to:

- a amend the **Policy** terms, Conditions or Exclusions and / or require completion of risk improvements issued in writing by the **Company** within a defined period.

If the **Company** elects to change the terms in accordance with a above, the **Insured** may:

- i. terminate the **Policy** within thirty (30) days of receipt of the revised terms by giving notice in writing to the **Company**; or
 - ii. continue the **Policy** at the revised terms for the remainder of the **Period of Insurance**
- b terminate the **Policy** by serving not less than thirty (30) days' notice in writing to the **Insured** and the broker at the **Address** in the **Policy Schedule**.

In the event of termination of the **Policy** under this Survey General Condition:

- i. premium is due to the **Company** on a pro rata basis for the period that the **Company** is on risk; or
- ii. if premium for the **Period of Insurance** has been paid to the **Company**, the **Insured** shall be entitled to pro rata return of premium for the unexpired **Period of Insurance**.

15. **Application of Excess**

Unless stated otherwise in this **Policy** to the contrary:

- a the applicable amount shown in the **Schedule** as an Excess is the amount of all damages, loss, costs and expenses for which the **Insured** is responsible in respect of each and every:
 - i. **Occurrence** (as defined under combined Sections 1 and 2 of this **Policy**) or claim in respect of Sections 1, 2 and 3; and
 - ii. claim in respect of Sections 4, 5 and 6;

before the **Company** is liable to make any payment under this **Policy**. The applicable Excess amount shall not erode the applicable **Limit** or **Sub-Limit of Liability** shown in the **Schedule**. Claims handling up to this Excess shall be the responsibility of the **Insured**.

- b if two or more Excesses apply to a single **Occurrence** or claim (as applicable) provided under more than one Section of this **Policy**, the largest Excess shall apply; and
- c the **Company** may, at its discretion, pay any part or all of the Excess to settle any claim or proceedings, in which case the **Insured** shall promptly reimburse the **Company** for any such sum.

16. **Currency**

All payments under this **Policy** shall be calculated in Euros (EUR).

Where the **Company** makes a payment from a bank account it holds in Euros, the amount of that payment shall be the actual cost in Euros to the **Company**, irrespective of the currency in which the payment is received.

Where payments are made by the **Company** from a bank account held in any other currency, the rate of exchange shall be the rate, as published in the Financial Times, applicable on the date of settlement of the claim or, with respect to any other payments under this **Policy** the date of the **Company's** agreement to release such payment.

In no event will any conversion into or from another currency result in any increase in any of the **Limits** or **Sub-Limits of Liability** or Indemnity (as applicable).

17. **First Named Insured**

The person or organisation first named as the **Insured** in the **Schedule** is primarily responsible for the payment of all premiums. The first named **Insured** will act on behalf of all other persons or organisations indemnified under this **Policy** for the giving and receiving of all notices, the receipt of any return premiums that become payable under this **Policy** and the negotiation, agreement to and acceptance of Endorsements.

18. **Taxes**

The Premium and any taxes (this term shall include levies and other charges) thereon stated in the **Schedule** or in any Endorsement shall be paid by the **Insured** to the **Company** in the currency of this **Policy**. The **Company** agrees to remit any tax payable to the appropriate government authority in the country in which such tax is due to be paid. In the event that additional taxes and /or penalties shall become payable by the **Company** because a government authority of a country within the **Territorial Limits** determines that the premium applicable to such country has been mis-declared, the **Insured** shall reimburse to the **Company** the amount of the additional tax, penalty and any interest thereon if such mis-declaration was caused by the **Insured**.

19. **Warranties**

- a Subject to paragraph b below, breach of any warranty will automatically suspend cover under this **Policy** until the **Insured** remedies such breach (if it is possible for the **Insured** to remedy such breach), with the result that the **Company** will have no liability to the **Insured** for any **Loss** which occurs, or which is attributable to something happening, during the period of suspension.
- b This paragraph b applies to any term of this **Policy** which meets the following:
 - i. it does not define the risk as a whole; and
 - ii. the remedy for its breach is not expressly set out in this **Policy**; and

- iii. compliance with the term would tend to reduce the risk of **Loss**:
 - 1. of a particular kind; and/or
 - 2. at a particular location; and/or
 - 3. at a particular time.

The **Company** may not rely on breach of such a term to exclude, limit or discharge its liability for any **Loss** if the **Insured** shows that breach of that term could not have increased the risk of the **Loss** which actually occurred in the circumstances in which it occurred.

For the purposes of this General Condition, **Loss** means loss, destruction, damage, cost, expense, consequential loss or injury.

20. Variations

- 1. This General Condition applies where the **Company** is induced to agree a **Variation** to this **Policy** by any material non-disclosure or misrepresentation (a "qualifying breach").
- 2. If the qualifying breach was deliberate or reckless the **Company** may by giving notice in writing to the **Insured** at their last known address treat this **Policy** as having been terminated with effect from the time when the **Variation** was made and retain the premium.
- 3. In all other cases the remedy for a qualifying breach is as follows:
 - 3.1 If the total premium was increased or not changed as a result of the **Variation** and in the absence of the qualifying breach the **Company**:
 - a) would not have agreed the **Variation**, then the **Company** may treat this **Policy** as if the **Variation** were never made but in that event shall return any additional premium to the **Insured**;
 - b) would have agreed the **Variation** but only on different terms, then the **Company** may treat the **Variation** as having always included those different terms; and/or
 - c) would have agreed the **Variation** but only at a higher premium than that actually charged for it, then paragraph 4. below applies.

The remedies under b) and c) above are cumulative.

- 3.2 If the total premium was reduced as a result of the **Variation** and in the absence of the qualifying breach the **Company**:
 - a) would not have agreed the **Variation**, then the **Company** may treat this **Policy** as if the **Variation** were never made and in addition paragraph 4. below applies;
 - b) would have agreed to the **Variation** but only on different terms, then the **Company** may treat the **Variation** as having always included those different terms; and/or
 - c) (i) would have increased the premium;
 - (ii) would not have reduced the premium; or
 - (iii) would have reduced the premium by less than it did;

then paragraph 4. below applies.

The remedies under b) and c) above are cumulative.

- 4. Proportionate reduction

If this paragraph 4. applies, the **Company** may reduce proportionately the amount to be paid in respect of any claim arising out of events after the **Variation**, meaning that the amount payable is only Y% of what it would otherwise have been under the terms of this **Policy** whether:

 - i) on the original terms; or
 - ii) as varied; or
 - iii) under the different terms provided for by virtue of paragraph 3.1 b) or 3.2 b) above

as the case may be, where:

$$Y = \frac{\text{Total premium actually charged}}{P} \times 100$$

P

and in this formula "P" means:

- a) in the circumstances described by paragraph 3.1 c), the total premium the **Company** would have charged;
- b) in the circumstances described by paragraph 3.2 a), the original premium;
- c) in the circumstances described by paragraph 3.2 c), the original premium if the **Company** would not have changed it, and otherwise the increased or (as the case may be) reduced total premium the **Company** would have charged.

For the purposes of this General Condition, **Variation** means mid-term adjustment(s) made to this **Policy**

General Definitions

1. **Business**
means the business as shown in the **Schedule**.
2. **Company**
means Chubb European Group SE.
3. **Earthquake (including Earthquake Shock)**
means earth movement due to a natural seismic disturbance caused by a sudden movement of the earth's crust and including:
 - a loss, destruction or damage from **Earthquake Shock**;
 - b subsequent loss, destruction or damage caused by fire or explosion resulting therefrom; and
 - c the eruption explosion or effusion of a volcano;but excluding **Flood**.
4. **Earthquake Shock**
means:
 - a earthquake shock excluding any subsequent loss, destruction or damage or caused by fire or explosion resulting therefrom; and
 - b volcanic eruption meaning the eruption explosion or effusion of a volcano;but excluding **Flood**.
5. **Excluded Territories**
means Afghanistan, Angola, the territory of Crimea, Cuba, Guinea-Bissau, Guyana, Iran, Iraq, Liberia, Libya, Myanmar, North Korea, Sierra Leone, North Sudan, South Sudan, Syria, Tibet and Yemen.
6. **Flood**
means the escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes) or inundation from the sea including tidal wave or tsunami.
7. **Insured**
means the **Insured** shown in the **Schedule**.
8. **Limit(s) of Liability**
means the applicable amount(s) shown in the **Schedule**, Sections, Endorsements and Extensions in which they appear.
9. **Period of Insurance**
means the period shown as such in the **Schedule** and any subsequent period for which the **Insured** shall pay and the **Company** shall agree to accept the **Insured's** premium.
10. **Policy**
means this policy including the **Schedule**, Sections, Clauses and any Endorsements or addenda that amend or alter this policy, all of which should be read together as one contract.
11. **Property Insured**
means the property shown as such in the **Schedule**.

12. **Schedule**
means the part of the insurance contract attaching to and forming part of this **Policy** that identifies the **Insured** and other parties, the property covered, the territorial limits, the **Limits** and **Sub-Limits of Liability** and the Excesses applicable.
13. **Storm**
means storm, windstorm, hurricane, tornado, tempest and typhoon including subsequent loss, destruction or damage caused by water that backs up from a sewer or drain as a direct result thereof but excluding **Flood**.
14. **Sub-Limit(s) of Liability**
means the applicable amount(s), which form part of the **Limit of Liability** and do not apply in addition to it unless otherwise shown in the **Schedule**, Sections, Endorsements and Extensions in which they appear.
15. **United Kingdom**
means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

General Exclusions

For the purposes of these General Exclusions **Insured** includes the Definition as set out in Section 6B Kidnap and Extortion Expenses. The following General Exclusions set out what is not covered under this **Policy**. Where additional Exclusions apply to a specific Section of this **Policy**, they are set out in that Section.

1. Schemes and Pools

This General Exclusion only applies to Section 1 - Property Damage and Section 2 Business Interruption.

This **Policy** does not cover loss, destruction or damage, injury or any consequential loss resulting therefrom, which can be insured against under any government scheme or official obligatory pool except, where such loss, destruction or damage is so insured, as regards any difference between the amount recoverable under such scheme or pool and the amount which would have been recoverable hereunder had this General Exclusion not been incorporated herein.

2. War

This General Exclusion does not apply to Section 4 - Employers' Liability and Section 6A - Marine Cargo.

This **Policy** does not cover any loss, destruction, damage, cost, expense, consequential loss or injury directly or indirectly caused by, resulting from, in connection with or in consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

3. Terrorism

This General Exclusion does not apply to Section 4 - Employers' Liability, Section 5 - Public and Products Liability and Section 6A - Marine Cargo.

This **Policy** does not cover any loss, destruction, damage, cost, expense, consequential loss or injury directly or indirectly caused by, resulting from or in connection with any **Act of Terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

In any action suit or other proceedings where the **Company** alleges that by reason of this General Exclusion, any loss, destruction, damage, cost, expense, consequential loss or injury is not covered by this **Policy**, the burden of proving that such is covered shall be upon the **Insured**.

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

4. Nationalisation, Confiscation

This General Exclusion does not apply to Section 4 - Employers' Liability and Section 5 - Public and Products Liability.

This **Policy** does not cover any loss, destruction, damage, consequential loss or injury directly or indirectly occasioned by, happening through or in consequence of nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.

5. Radioactive Contamination

This **Policy** does not cover 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 any liability directly or indirectly caused by or contributed to by or arising from:

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

6. Date Recognition

This General Exclusion does not apply to Section 4 - Employers' Liability and Section 5 - Public and Products Liability.

This **Policy** does not cover any loss, destruction, damage, cost, claim, expense or consequential loss of whatsoever nature directly or indirectly caused by, contributed to by, arising from or relating to:

- a any actual or alleged failure or inability of any **Computer Equipment** (as defined herein) whether or not owned by or in the possession of the **Insured**:
 - i. to correctly recognise or to correctly process (including but not limited to capture, save, retain, calculate, compare, interpret, record, retrieve, sequence, read, store, manipulate, write to media, determine, distinguish, convert, transfer or execute) **Date/Time Material**; or
 - ii. to correctly recognise or to correctly process (including but not limited to capture, save, retain, calculate, compare, interpret, record, retrieve, sequence, read, store, manipulate, write to media, determine, distinguish, convert, transfer, or execute) any data or information as a result of the treatment of any **Date/Time Material** by such equipment or by any command or instruction which is or has been programmed or in any other manner entered into it;
- b any actual or alleged failure to provide or inadequacy of any services whether provided by the **Insured** or by any other person or persons due to any actual or alleged failure or inability described at paragraph a above; or
- c any advice, consultation, design, evaluation, inspection, installation, maintenance, alteration, repair, replacement or supervision provided or done by the **Insured** or for or on behalf of the **Insured** to determine, rectify or test for any potential or actual problem described at paragraph a above.

For the purposes of this General Exclusion:

- 1) **Computer Equipment** means:
 - a computer hardware, including microprocessors;
 - b computer application software;
 - c computer operating systems or related software;
 - d computer networks;
 - e microprocessors (computer chips) not part of any computer system;
 - f any other computerised or electronic equipment; and
 - g any other equipment which directly or indirectly contains, uses or relies upon in any manner any of the items listed at a to f above.
- 2) **Date/Time Material** means dates, times or data or information or command or instruction that in any manner depends upon, is contingent upon, is derived from or incorporates any date or time irrespective of the manner by which it is stored, recorded or entered.

7. Mould

This General Exclusion does not apply to Section 4 - Employers' Liability and Section 5 - Public and Products Liability.

This **Policy** does not cover any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This General Exclusion applies regardless whether there is any:

- a physical loss or damage to **Property Insured**;
- b any insured peril or cause, whether or not concurrently or in any sequence
- c loss of use, occupancy or functionality; or
- d any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns.

8. **Riot and Civil Commotion in Northern Ireland**

This General Exclusion does not apply to Section 4 - Employers' Liability and Section 5 - Public and Products Liability.

This **Policy** does not cover loss, destruction or damage of or to property in Northern Ireland directly or indirectly occasioned by or happening through riot, civil commotion and (except in respect of destruction or damage by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons

nor any consequential loss of whatsoever nature resulting or arising therefrom.

9. **Sonic Boom**

This General Exclusion does not apply to Section 4 - Employers' Liability and Section 5 - Public and Products Liability.

This **Policy** does not cover any loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

10. **Sanctions**

The **Company** shall not provide cover and the **Company** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Republic of Ireland, **United Kingdom** or United States of America.

11. **Communicable Disease Endorsement**

This General Exclusion only applies to Section 1 - Property Damage and Section 2 Business Interruption.

- a Notwithstanding and superseding any other provision of this **Policy** to the contrary, this **Policy** does not insure any loss, damage, claim, cost, expense or other sum whatsoever, directly or indirectly arising out of, or in any way attributable or related to, connected with or occurring concurrently or in any sequence with:
 - i. a **Communicable Disease**; or
 - ii. the fear or threat (whether actual or perceived) of a **Communicable Disease**.
- b For the purposes of this Endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - i. for a **Communicable Disease**, or
 - ii. any property insured hereunder that is or may be affected by a **Communicable Disease**.
- c As used herein, a **Communicable Disease** means any:
 - i. physical distress, illness, or disease caused or transmitted directly or indirectly by any virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and regardless of the means of transmission; or
 - ii. any virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, which is capable of causing physical distress, illness or disease.
- d This Endorsement applies to all coverage Extensions, additional coverages, exceptions to any Exclusion and other coverage grant(s).

Contact Us

Chubb European Group SE
5 George's Dock
IFSC Dublin 1
DO1 X8N7
Ireland

T: 01 440 1700

www.chubb.com/ie

About Chubb

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. We combine the precision of craftsmanship with decades of experience to conceive, craft and deliver the very best insurance coverage and service to individuals and families, and businesses of all sizes.

Chubb is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. The company serves multinational corporations, mid-size and small businesses with property and casualty insurance and risk engineering services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, homeowners, automobile and specialty personal insurance coverage; companies and affinity groups providing or offering accident and health insurance programs and life insurance to their employees or members; and insurers managing exposures with reinsurance coverage.

Chubb's core operating insurance companies maintain financial strength ratings of AA from Standard & Poor's and A++ from A.M. Best. Chubb Limited, the parent company of Chubb, is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

Chubb maintains executive offices in Zurich, New York, Paris, London and other locations, and employs approximately 31,000 people worldwide.

Chubb. Insured.™

Chubb European Group SE trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised by the Autorité de contrôle prudentiel et de résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules.

Registered in Ireland No. 904967 at 5 George's Dock, Dublin 1.

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662.