

**Combined Risks Policy**

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**In your interest:**

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

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

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**INTRODUCTION**

Forming part of specimen Combined Risks Policy

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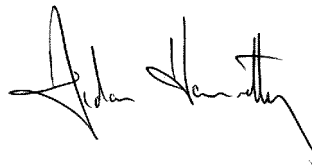
In consideration of the Insured having paid or agreed to pay the Premium

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

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

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

**Allianz p.l.c.**



**Aidan Hanratty  
Risk Management Director**

**SPECIMEN COMBINED RISKS POLICY (Ref 05RC)**

**SCHEDULE**

Forming part of specimen Combined Risks Policy

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**THIS IS SPECIMEN POLICY WHICH DOES NOT HAVE A SCHEDULE. A BLANK SCHEDULE PAGE IS INCLUDED TO ILLUSTRATE WHERE THE SCHEDULE WOULD APPEAR IN AN ACTUAL COMBINED RISKS POLICY.**

## **DEFINITIONS**

### **General Policy Definitions applicable to all Sections**

1. **Insured** means the person company firm or other legal entity named as the Insured in the Schedule.
2. **Business** is as stated in the Schedule and additionally in respect of Employer Liability and Public Liability only includes
  - (a) the ownership repair maintenance and decoration of premises occupied by the Insured and used for the purposes of the Business but not construction re-construction structural alteration or demolition of such premises.
  - (b) the repair and maintenance of vehicles or plant used in the course of the Business and owned by the Insured.
  - (c) the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and their families.
  - (d) the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations.
  - (e) private work undertaken with the prior consent of the Insured by an Employee for a partner or director of the Insured provided that such work is not in pursuit of any trade or business.
3. **Submission** means the proposal and declaration for the insurance herein provided for together with all attachments thereto and any other information supplied by the Insured in connection with or for the purpose of this insurance, all of which shall be incorporated in and form part of this Policy.
4. **Territorial Limits** means the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands.
5. **Period of Insurance** means the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium.
6. **Deductible or Excess** means the amount stated in the Schedule that the Insured shall bear in respect of each and every incident or occurrence.

**DEFINITIONS**  
**Continued**

**Definitions applicable to the Material Damage/Consequential Loss Sections**

1. **Damage** means loss or destruction of or direct physical loss or damage to the Property Insured, and the word "Damaged" shall be construed accordingly.
2. **Premises** shall mean the location of Property Insured as stated in the Schedule.
3. **Consequential Loss** shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of Damage to property used by the Insured at the Premises for the purpose of the Business.
4. **Property Insured**
  - (a) **Buildings at the Premises** buildings being built mainly of brick, stone or concrete and roofed with slates, non-combustible tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non-combustible mineral ingredients (unless otherwise stated in the Schedule) including:
    - (i) landlord's fixtures and fittings
    - (ii) outbuildings
    - (iii) walls, gates and fences
    - (iv) piping ducting cables wires and associated control gear and accessories on the Premises and extending to the public mains, but only to the extent of the Insured's legal responsibility.
    - (v) yards car-parks roads and pavements.
  - (b) **Contents at the Premises** the term "Contents" includes
    - (i) tenants' improvements alterations and decorations
    - (ii) so far as they are not otherwise insured, employees' directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding €650 in respect of any one person
    - (iii) contents of outbuildings.

**DEFINITIONS  
Continued**

The term "Contents" excludes

- (i) landlord's fixtures and fittings
  - (ii) stock and materials in trade
  - (iii) money and stamps
  - (iv) documents manuscripts and business books
  - (v) computer systems records
  - (vi) any patterns models moulds plans or designs
  - (vii) vehicles licensed for road use including accessories thereon and contents therein
- (c) **Stock.** The term "Stock" includes stock and materials in trade, work in progress and finished goods.

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

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

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

**A: Fire** but excluding Damage or Consequential Loss to the Property Insured caused by

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

**Lightning**

**DEFINITIONS  
Continued**

**Explosion**

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

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

**B: Explosion** excluding Damage or Consequential Loss

- (a) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured
- (b) in respect of and originating in any vessel machinery or apparatus, or its contents, belonging to or under the control of the Insured which requires to be examined to comply with any Statutory Regulations
- (c) by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

**C: Aircraft** or other aerial devices or articles dropped therefrom excluding Damage or Consequential Loss by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

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

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

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

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

**DEFINITIONS**  
**Continued**

(c) as regards Damage or Consequential Loss (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation

- i. Damage or Consequential Loss by Theft
- ii. Damage or Consequential Loss in respect of any Building which is empty or not in use
- iii. the first €\* of each and every loss as ascertained after the application of any Condition of Average (Under-insurance)

\* See Specification for Deductible.

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

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

**G: Earthquake**

**H: Earthquake** in respect of Damage or Consequential Loss caused by fire only

**J: Earthquake** excluding Damage or Consequential Loss caused by fire

**K: Subterranean Fire**

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

**M: Storm** excluding

- (a) Damage or Consequential Loss by
  - (i) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam;
  - (ii) inundation from the seawhether resulting from storm or otherwise



**DEFINITIONS  
Continued**

- (b) Damage or Consequential Loss attributable solely to change in the water table level
- (c) Damage or Consequential Loss by frost, subsidence, ground heave or landslip
- (d) Damage or Consequential Loss in respect of movable property in the open, fences and gates

**N: Storm or Flood** excluding Damage or Consequential Loss

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

**P: Escape of Water from Any Tank Apparatus or Pipe** excluding Damage or Consequential Loss

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

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

**R: Impact** by any road vehicle or animal excluding in respect of road vehicles or animals belonging to or under the control of the Insured or any occupier of the premises or their respective employees

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

- (a) freezing whilst the Building in so far as it is in the Insured's ownership or tenancy is empty or not in use
- (b) explosion, earthquake, subterranean fire or heat caused by fire

**DEFINITIONS  
Continued**

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

**Excluding** Damage and Consequential Loss

- (a) which does not involve
  - (i) entry to or exit from a Building by forcible and violent means or
  - (ii) actual or threatened assault or violence
- (b) to any part of the Building not occupied by the Insured for the purpose of the Business
- (c) to property in the open or from any outbuilding
- (d) to property in transit
- (e) to Money and securities of any description
- (f) to glass unless more specifically insured

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

Accidental Damage to or Consequential Loss caused by

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

**Excluding:**

1. any disfiguration or damage other than fracture extending throughout the entire thickness of the glass
2. any glass/sanitaryware which was cracked or fractured prior to the inception of this Insurance

**DEFINITIONS  
Continued**

3. damage caused by mechanical or electrical defect or breakdown or derangement
4. damage caused whilst the premises are unfurnished or untenanted unless specifically agreed
5. damage caused by
  - (i) wear and tear, moth, vermin, atmospheric or climate conditions or any gradually operating cause
  - (ii) alterations, maintenance, repairs or any process of cleaning or restoring
  - (iii) breakage of electrical valves, bulbs or tubes unless forming part of the Property Insured and fixed therein and happening as the result of damage to such property

**V. Accidental Damage**

Additional Accidental Damage, other than damage provided by Defined Perils A - U

**Excluding:**

- (A) Damage or Consequential Loss by any of the causes excluded under any of the Defined Perils A - U
- (B) Damage or Consequential Loss caused by
  - (a) Disappearance, unexplained or inventory shortage, misfiling or misplacing of information
  - (b) Faulty or defective design, plan, specification, materials or workmanship, inherent vice, latent defect, gradual deterioration, normal making good, wear and tear or frost
  - (c) Cigar, cigarette or match burns, spillage of drinks
  - (d) Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring or scratching and abrading, vermin, insects or fungi, change in temperature, colour, flavour, texture or finish
  - (e) Operational error or omission on the part of the Insured or any of their employees
  - (f) Cracking, fracturing, collapse or overheating of boilers, economisers, pressure vessels, superheaters, tubes or associated pipes, nipple leakage, joint leakage or the failure of welds
  - (g) The collapse or cracking of buildings or structures
  - (h) Acts of fraud or dishonesty

**DEFINITIONS  
Continued**

- (i) Mechanical or electrical breakdown or derangement of machines or equipment
- (j) Delay, confiscation or detention by Customs, Garda Siochana or other Officials or Authorities
- (k) Undergoing any process of testing, commissioning, servicing, cleaning, renovation or repair
- (l) Rain, sun, wind, hail, sleet, snow, flood or dust to movable property in the open or to gates or fences, yards, car parks, roads, paths, patios, pavements and swimming pools in the open
- (m) Normal settlement or bedding down of new buildings or structures
- (n) Subsidence, ground heave or landslip

But in respect of paragraphs (a) to (n) above this shall not exclude:

- (i) such damage or consequential loss resulting from a Defined Peril **or**
- (ii) subsequent damage or consequential loss resulting from an ensuing Defined Peril

**(C) Damage to or Consequential Loss in respect of –**

- (a) (i) Jewellery, precious metals, bullion, furs, curiosities, rare books or works of art
- (ii) Glass (other than fixed glass), china, earthenware, marble or other fragile or brittle objects
- (iii) Money and securities of any description
- (iv) Property damaged as a result of its undergoing any process
- (b) (i) Vehicles licensed for road use (including accessories thereon), caravans, trailers railway locomotives and/or rolling stock, water craft or aircraft
- (ii) Property in transit
- (iii) Property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
- (iv) Land, roads, pavements, piers, jetties, bridges, culverts or excavations
- (v) Livestock, growing crops or trees
- (vi) Computers and data processing equipment

**DEFINITIONS  
Continued**

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

- (a) Damage to or Consequential Loss in respect of yards, car-parks, roads, pavements, walls, gates and fences unless also affecting a Building insured hereby
- (b) Damage or Consequential Loss caused by or consisting of
  - (i) the normal settlement or bedding down of new structures
  - (ii) the settlement or movement of made-up ground
  - (iii) coastal or river erosion
  - (iv) defective design or workmanship or the use of defective materials
  - (v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (c) Damage or Consequential Loss which originated prior to the inception of this cover
- (d) Damage or Consequential Loss resulting from
  - (i) demolition construction structural alteration or repair of any property or
  - (ii) groundworks or excavation at the same premises

**DEFINITIONS**  
**Continued**

**Definitions applicable to the Consequential Loss Section**

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

2. **Estimated Sum Insured**

The amount declared by the Insured to the Company as representing not less than the Earnings which it is anticipated will be earned by the Business during the financial year most near concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).

**Earnings** is Gross Profit, Gross Revenue, Gross Rentals, Gross Fees, Tax Relief as stated in the Specification.

3. **Indemnity Period** the period beginning with the occurrence of the Damage and ending not later than (#) months thereafter during which the results of the business shall be affected in consequence of the Damage.

# See Specification for Maximum Indemnity Period.

4. **Uninsured Working Expenses** the Uninsured Working Expenses are purchases less discounts received, discounts allowed and bad debts. The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured unless otherwise defined in the Specification.

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

(a) To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

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

**DEFINITIONS**  
**Continued**

**Definitions applicable to the Money Section**

1. **Money** means cash, bank notes, currency notes, credit card sales vouchers, cheques, bankers drafts, postal orders, money orders, travellers cheques, current postage stamps, V.A.T. invoices, pension and insurance stamps, national savings stamps or certificates, holiday with pay stamps, gift tokens, unused credit in postal franking machines, luncheon and other negotiable trade vouchers, consumer redemption vouchers, bus tickets, phone cards belonging to you or for which you are legally responsible and pertaining to the Business.
2. **Business Hours** means the working hours during which you, or your authorised employees entrusted with the Money are at the Premises for the purposes of the Business.
3. **Property Insured** means Money as defined and clothing and personal effects of the Insured.
4. **Damage** means loss or destruction of or direct physical loss or damage to the Property Insured, and the word "Damaged" shall be construed accordingly.
5. **Insured Person** means the Insured or any director, partner or employee of the Insured aged from 16 to 65 years

**DEFINITIONS**  
**Continued**

**Definitions applicable to the Employers Liability and Public Liability Sections**

1. **Employee** means any
  - (a) person under a contract of service or apprenticeship with the Insured
  - (b) person engaged under any training educational or work experience programme
  - (c) labour master or labour only sub-contractor or any person employed or supplied by them
  - (d) self employed person
  - (e) person hired to or borrowed by the Insuredwhile working for the Insured in the course of the Business
  
2. **Bodily Injury** means bodily injury and includes death disease and illness
  
3. **Principal** means any person, company, firm, public, local or statutory authority
  - (a) carrying out work under contract or agreement for the Insured in connection with the Business
  - (b) whose premises are occupied or used by the Insured in connection with the Business
  
4. **Offshore** means the period of time commencing when an Employee embarks on to a conveyance at point of final departure to an offshore rig or offshore platform and terminating when such Employee disembarks from the conveyance on to land upon his/her return from an offshore rig or offshore platform
  
5. **Pollution or Contamination** means
  - (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
  - (b) all Bodily Injury Nuisance or loss of or damage to material property directly or indirectly caused by such pollution or contamination
  
6. **Product** means any commodity article thing or any part thereof (including containers labelling and packaging provided in connection therewith) manufactured constructed erected installed altered repaired serviced processed treated sold leased supplied or distributed by or on behalf of the Insured in the course of the Business and not in the custody or control of the Insured
  
7. **Nuisance** means nuisance trespass or interference with any easement right of air light water or way



**MATERIAL DAMAGE SECTION  
INSURING CLAUSE**

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

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

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

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

**CONSEQUENTIAL LOSS SECTION  
INSURING CLAUSE**

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

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

**Provided that**

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

## **EXTENSIONS**

### **Applicable to the Material Damage Section**

#### **1: All Other Contents**

It is agreed that the term "Contents" is extended to include:-

- (a) money and stamps for an amount not exceeding €3,200
- (b) documents, manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the insured of the information therein for an amount not exceeding €1,000
- (c) computer systems records, but only for the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to the insured of the information contained therein, for an amount not exceeding €6,350
- (d) patterns, models, moulds, plans and designs, for an amount not exceeding €3,200.

#### **2: Adjoining Buildings**

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

#### **3: Professional Fees**

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

**EXTENSIONS  
Continued**

**4: Automatic Cover (Capital Additions)**

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

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

**provided that:**

- (i) at any one situation this cover shall not exceed 10 per cent of the Total Specification Sum Insured on such Property Insured or €320,000 whichever is the less
- (ii) the Insured gives particulars of such Extension of cover as soon as is practicable and shall pay such additional premium as may be required retrospective to the date of the commencement of the Company's liability
- (iii) the provisions of this Extension shall be fully maintained, notwithstanding any specific insurance effected under paragraph 4(b)(ii) above.

**5: Change of Temperature**

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

**6: Clearing of Drains**

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

**7: Contract Price**

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

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

**EXTENSION  
Continued**

**8: Customers Goods**

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

**9: Day One Basis Reinstatement Memorandum**

**Applicable to item Nos. as stated on the Memoranda Index.**

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

For this purpose "Reinstatement" means

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

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

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

"Declared Value" means the Insured's assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph 9A(a) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides, due allowance for

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

**Special Conditions**

- (a) At the inception of each Period of Insurance the Insured shall notify the Company of the Declared Value of the Property Insured by each of the said item(s). In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.

**EXTENSIONS  
Continued**

- (b) If at the time of Damage the Declared Value of the property covered by such item be less than the cost of Reinstatement (as defined in paragraph 9B above) at the inception of the Period of Insurance then the Company's liability for the Damage shall not exceed that proportion thereof which the Declared Value bears to such cost of Reinstatement.
- (c) The liability of the Company for the repair or restoration of property Damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- (d) No payment beyond the amount which would have been payable in the absence of paragraph 9 shall be made
  - (i) unless Reinstatement commences and proceeds without unreasonable delay
  - (ii) until the cost of Reinstatement shall have been actually incurred
  - (iii) if the Property Insured at the time of its loss destruction or Damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement.
- (e) All the terms, Definitions, Exclusions, Extensions and Conditions of this Section shall apply
  - (i) in respect of any claim payable under the provisions of paragraph 9 except in so far as they are varied hereby
  - (ii) where claims are payable as if paragraph 9 had not been incorporated except that the Sum(s) Insured shall be limited to 115% of the Declared Value(s).

**10: Designation**

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

**11: Escalator**

**Applicable to Item Nos. as stated on the Memoranda Index**

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the items specified on the Memoranda Index the Sum(s) Insured thereby shall, during the Period of Insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum

Item Number	Specified percentage increase per annum
Refer Policy Schedule/Endorsement	Refer Policy Schedule/Endorsement

**EXTENSIONS  
Continued**

Unless specifically agreed to the contrary the provisions of this Paragraph shall only apply to the sums insured in force at the commencement of each Period of Insurance

At each renewal date the Insured shall notify the Company of

- (a) the Sum(s) Insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the Policy Specification (as amended by any Endorsements effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Paragraph during the Period of Insurance up to that renewal date, and
- (b) the specified percentage increase(s) required for the forthcoming Period of Insurance, but in the absence of instructions to the contrary prior to renewal date the existing specified percentage increase shall apply for the Period of Insurance from renewal

All the terms, Definitions, Exclusions, Extensions and Conditions of the Section except insofar as they are varied hereby shall apply as if they had been incorporated herein.

**12: Workmans's Clause**

Workmen are allowed on the Property Insured for the purpose of making minor structural and other alterations up to a contract value of €25,000 from time to time without prejudice to this insurance.

**13: Hiring or Leasing Agreements**

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

**14: Internal Transfers**

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

**EXTENSIONS  
Continued**

**15: Long Term Agreement**

**Applicable if stated on Memoranda Index**

A discount of 5 per cent off the Section premium on this Section is allowed in consideration of the Insured having signed an undertaking with effect from the date stated on the Memoranda Index to offer annually for the period stated on the Memoranda Index the insurance under this Section on the terms, Definitions, Exclusions, Extensions and Conditions of the Section in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that

- (a) the Company shall be under no obligation to accept an offer made in accordance with the said undertaking
- (b) the Sum Insured may be reduced at any time to correspond with any reduction in value

The above mentioned undertaking applies to any Policy or Policies issued in substitution for this Policy and the same discount of 5 per cent shall be allowed off the Section premium on any substituted Policy or Policies issued by the Company as aforesaid.

**16: Mortgagees**

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

**17: Motor Vehicles**

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

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

**18: Other Interests**

**Applicable if stated on Memoranda Index.**

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



**EXTENSIONS  
Continued**

**19: Non-Invalidation**

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

**20: Private Dwellinghouse**

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

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

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

**21: Public Authorities**

**Applicable to Item Nos. as stated on the Memoranda Index.**

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

- (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
  - (i) in respect of Damage occurring prior to the granting of this Extension
  - (ii) in respect of Damage not insured by the Section
  - (iii) under which notice has been served upon the Insured or any lessee, tenant or sub-tenant prior to the happening of the Damage
  - (iv) in respect of not Damaged Property Insured or not Damaged portions of property

**EXTENSIONS  
Continued**

- (b) the additional cost that would have been required to make good the Damaged Property Insured to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen
- (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws

**Special Conditions**

- (a) The work of Reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Company (during the said twelve months) may allow and may be carried out upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased.
- (b) If the liability of the Company under (any item of) the Section apart from this Extension, shall be reduced by the application of any of the terms, Definitions, Exclusions, Extensions and Conditions of the Section then the liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion.
- (c) The total amount recoverable under any item of the Section shall not exceed the Sum Insured thereby.
- (d) All the terms, Definitions, Exclusions, Extensions and Conditions of the Section except insofar as they may be hereby varied shall apply as if they had been incorporated herein.

**22: Contracting Purchaser's Interest**

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

**23: Re-Erection of Plant and Machinery**

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

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

**EXTENSIONS  
Continued**

**24: Reinstatement Memorandum**

**Applicable to Item Nos. as stated on the Memoranda Index**

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

For this purpose "Reinstatement" means

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

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

**Special Conditions**

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

**EXTENSIONS  
Continued**

- (d) All the terms, Definitions, Exclusions, Extensions and Conditions of the Section shall apply
  - (i) in respect of any claim payable under the provisions of this memorandum except in so far as they are varied hereby
  - (ii) where claims are payable as if this memorandum had not been incorporated.

**25: Reinstatement of the Amount of Any Loss**

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

**26: Removal of Debris**

It is understood that the insurance by all Items of this Section except those applying wholly or in part to Stock if insured, extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company in

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

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

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

The Company will not pay for any costs or expenses

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

**27: Mortgagees**

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

**EXTENSIONS  
Continued**

**28: Spontaneous Combustion**

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

**29: Stock Declaration**

**Applicable to Item Nos. stated on Memoranda Index**

The Section premium in respect of the item(s) on Stock are only provisional being 75% of the estimated premium and shall on the expiry of each Period of Insurance be adjusted as hereinafter provided.

The value of the Property Insured on the last day of each calendar month shall be declared in writing by the Insured to the Company within thirty days thereafter and if a declaration be not so given the Insured shall be deemed to have declared the Sum Insured as the Declared Value.

On the expiry of each Period of Insurance the actual premium shall be calculated per annum on the average amount declared, i.e. the total of the sums declared divided by the number of declarations. If the actual premium is greater than the Section premium for any Period of Insurance the Insured shall pay the difference, if it be less, the difference shall be repaid to the Insured, but such repayment shall not exceed one-third of the Section premium respectively.

In consideration of the insurance not being reduced by the amount of any loss the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of expiry of the Period of Insurance.

The Insured warrants that every insurance on the Property Insured be identical in wording with this insurance.

**30: Subrogation Waiver**

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

- (a) Any company standing in the relation of Parent to Subsidiary (or Subsidiary to Parent) to the Insured as defined in the Companies Act 1963 or Companies (N.I.) Order 1986, as appropriate, current at the time of the Damage
- (b) Any company which is a Subsidiary of a Parent Company of which the Insured is itself a Subsidiary, in each case within the meaning of the Companies Act 1963 or Companies (N.I.) Order 1986, as appropriate, current at the time of Damage

**EXTENSIONS  
Continued**

**31: Temporary Removal**

- (a) The Property Insured by this Section (other than Stock if insured) is covered whilst temporarily removed for cleaning renovation repair or other similar purposes elsewhere and in transit thereto and therefrom all in the Territorial Limits.
- (b) The liability of the Company under this Extension in respect of each item of the Section for any Damage occurring elsewhere than at the within mentioned premises shall not exceed 10% of the Sum Insured by the item or €100,000 whichever is the less.
- (c) This Extension does not apply to Property Insured in so far as it is otherwise insured, nor, as regards losses occurring elsewhere than at the Premises from which the Property Insured is temporarily removed, to motor vehicles and motor chassis licensed for normal road use.
- (d) All the terms, Definitions, Exclusions, Extensions and Conditions of the Section except in so far as they are varied hereby shall apply as if they had been Incorporated herein.

**32: Temporary Removal (Deeds and Documents)**

The insurance of deeds and other documents, (including stamps thereon), manuscripts plans and writings of every description and books (written and printed) extends to cover such Property Insured for an amount not exceeding 10% of the value thereof or €100,000 whichever is the less, whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Territorial Limits.

This Extension does not apply to

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

**33: Temporary Removal (Computer Systems Records)**

The insurance of computer systems records extends to cover such property for an amount not exceeding 10% of the limit of liability thereon, or €100,000 whichever is the less whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Territorial Limits. This Extension does not apply to Property Insured in so far as it is otherwise insured.

**34: Index-Linking**

The Sums Insured referred to in this Section will be adjusted in line with the Appropriate Cost Index. The annual renewal premium will be amended in the same ratio and the renewal notice will show the revised Total Specification Sum Insured

Following any loss or Damage the index-linking will continue for a period of twelve months from the date of loss or Damage provided that all reasonable steps are taken to replace, rebuild or repair without unnecessary delay

**EXTENSIONS  
Continued**

The Appropriate Cost Index means in

**The Republic of Ireland**

Buildings: The House Building Cost Index issued by the Department of the Environment

Contents: The Consumer Price Index issued by the Central Statistics Office

**Northern Ireland, Great Britain, the Channel Islands and the Isle of Man**

Buildings: The "Building" Housing Cost Index prepared by the Royal Institution of Chartered Surveyors

Contents: The Durable Household Goods Grouping of the General Index of Retail Prices.

**EXTENSIONS  
Continued**

**Applicable to the Consequential Loss Section**

**1: Alternative Premises**

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

**2: Premium Adjustment Clause**

In the event of the Earnings earned during the Accounting Period of twelve months most nearly concurrent with any Period of Insurance, as certified by the Insured's Auditors, being less than the Sum Insured thereon, a pro rata return of premium not exceeding 50 per cent of the premium paid on such Sum Insured for such Period of Insurance will be made in respect of the difference. If any Damage shall have occurred, giving rise to a claim under this Section, such return shall be made in respect only of so much of the said difference as is not due to such damage.

**N.B.** Application for such return (or notification of intention to make such application) must be made to the Company within twelve calendar months of the end of the relevant Period of Insurance.



## **EXCLUSIONS**

### **Applicable to the Material Damage/Consequential Loss Sections**

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

But this Exclusion shall not apply to such loss alteration damage or reduction in functionality availability or operation caused by a Defined Peril (excluding Accidental Damage) as specified in the Schedule and/or Specification as appropriate

## **CONDITIONS**

### **Applicable to the Material Damage/Consequential Loss Sections**

#### **1. Warranties**

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

#### **2. Standard Warranties**

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

- (a) no woodworking by power or by more than two hands.
- (b) no painting or other surface treatments involving the use of highly flammable liquids other than in accordance with Loss Prevention Council Recommendations in connection with Spraying and other Painting Processes involving the use of Highly Flammable Liquids.
- (c) no packing done other than packing into cartons or crates without the use of loose materials.
- (d) no more than one day's supply of packing materials, cartons and crates be kept on the premises.
- (e) no oils, spirits or grease, for lubricating or cleaning purposes, beyond what is required for one day's use to be stored or deposited.

**N.B. 25 litres of oil, 1 litre of spirits and 3 kilograms of grease allowed.**

- (f) all trade waste be removed outside the Building daily.
- (g) no solvents and/or accelerators giving off a flammable vapour at a temperature of less than 65°C used or stored in connection with the processing of plastic materials.

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

#### **3. Additional Warranties**

This Section is subject to such additional Warranties as may be attached to the Schedule.

**CONDITIONS  
Continued**

**4. Explosion**

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

**5. Intruder Alarms**

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

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

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

**6. Security**

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

- (a) all locks bolts and other protective devices are in full operation
- (b) all keys (including those relating to any part of the Intruder Alarm System) are
  - (i) removed from the Premises or
  - (ii) placed within a locked safe or strongroom the keys to which are themselves removed from the Premises.

**CONDITIONS  
Continued**

- (c) all combination numbers of safes must be held in the custody of the Insured or an authorised employee and must be removed from the Premises

**7. Automatic Fire Alarm Installations and Fire Extinguishing Appliances**

Where automatic fire alarm installations and fire extinguishing appliances are installed, the Insured hereby undertakes in consideration of the discount and/or reduced rate granted for the automatic fire alarm installation(s) to

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

**8. Firebreak Doors and Shutters**

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

**9. Heating**

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

- (a) Electricity
  - (b) Gas appliances using gas from a public supply
  - (c) Fixed warm air units or radiators heated by hot water supplied from an oil or gas fired boiler
- except as stated on the Memoranda Index.

**CONDITIONS**  
**Continued**

**10. Automatic Sprinkler Installations**

Where Buildings are protected by Automatic Sprinkler Installations

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

(a) make a test every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit (except where it is continuously monitored or is such that one break of wires will not prevent an alarm signal being transmitted e.g. a ring circuit)

(b) (i) make a test at least once a week for the purpose of ascertaining the condition of

1. the connection with the public fire station, central fire alarm depot or public fire brigade control (unless the Fire Brigade have given a written undertaking to carry out this test)
2. the relevant batteries

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

(ii) have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the system referred to in (i) above and to obtain from them following each inspection certification that it is in satisfactory working order

(c) make a test every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valves controlling the individual water supplies and the installation are fully open

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

(e) make quarterly or half-yearly tests, if required by the Company to do so, for the purpose of ascertaining that each water supply is in order, and record the particulars of each test

(f) remedy promptly any defect disclosed by such tests or otherwise

**CONDITIONS**  
**Continued**

- (g) display prominently at each sprinklered storage area (as defined by the Company) a notice of the terms agreed with the Company which specifies
  - (i) the description of goods which may be stored
  - (ii) the maximum height of storage
  - (iii) the minimum permitted clearance between goods stored and the sprinkler deflectors

and comply with the terms of the notice

- B: (a) Notice shall be given to the Company by the Insured before any installation is rendered inoperative, or immediately in the event of emergency
- (b) The Company shall have access to the Property Insured at all reasonable times for the purpose of inspecting the sprinkler installation(s)

**11. Unoccupancy**

Notice in writing shall be given to the Company by the Insured when any empty or disused Building(s) or portions of Building(s) become occupied and an additional premium paid if required.

**MONEY SECTION  
INSURING CLAUSE**

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

The Company will indemnify the Insured against Damage subject to the Limits of Indemnity as stated within the Schedule with respect to the following:

<u>Situation and Circumstances</u>	<u>Limits of Indemnity</u>
1. Money in the Insured's Premises during Business Hours or in transit to or from the bank or other financial institution in the personal custody of the Insured or the Insured's authorised employees, or in a bank night safe and thereafter within bank premises until at the bank's risk.	Refer Schedule
2. Money in the Insured's Premises out of Business Hours	
(a) in locked safes or strongrooms	Refer Schedule
Make Model Serial Number.	Refer Schedule
(b) in all other locked safes or strongrooms	€1,270 in total
(c) not in locked safe of strongroom	€ 320
3. Money in the Insured's residence or that of any authorised employee	Refer Schedule
4. Crossed cheques, crossed postal orders and crossed money orders whilst in the situation and circumstances described in Items 1 to 3 provided that the Insured retains an accurate record of such cash as would enable a stop be placed against payment of the instruments otherwise such cash is considered as being part of the Money insured under Items 1 to 3 for the limits applying under Items 1 to 3.	Refer Schedule
5. Damage to safes or strongrooms (limited to the cost of repair or replacement of the safe or strongroom to a condition or quality that applied at the time of the happening of the Damage) but limited in all to a sum not exceeding	€ 650
6. Money whilst in the personal custody of travellers or collectors or whilst contained in hotel safes on behalf behalf of such travellers or collectors	Refer Schedule

**MONEY SECTION  
INSURING CLAUSE  
Continued**

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

- (a) for transit of amounts up to €3,850 all carryings be made by an able bodied adult person
- (b) for transits of amounts in excess of €3,850 the carrier be accompanied by at least one able bodied adult escort
- (c) for transits of amounts in excess of €6,350 the carrier shall be accompanied by at least two able bodied adult escorts
- (d) not more than €12,700 shall be carried at any one time
- (e) Money shall not be left in unattended vehicles
- (f) journeys in excess of one kilometre must be undertaken in a motor vehicle and for the duration of such transits the Money must be contained within the locked boot of such vehicle.

**Additional Benefit**

The Company will also indemnify the Insured Person in respect of

**Personal Assault**

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

**Scale of Benefits**

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

1. Death
- or
2. Total loss by physical severance at or above the wrist of one or both hands, at or above the ankle of one or both feet or irrecoverable loss of all sight in one or both eyes

occurring within 12 calendar months of the happening of such bodily injury - €12,700



**MONEY SECTION  
INSURING CLAUSE  
Continued**

3. Total disablement from engaging in or giving attention to profession, business or occupation – compensation at the rate of €65 per week
4. Damage to clothing or personal effects of the Insured Person – €650

**Provided that**

1. After injury the Insured Person shall act upon medical advice and, if so required, submit to medical examination at the expense of the Company
2. Benefit shall not be payable:
  - (a) under more than one of Items 1, 2 and 3 in respect of the same bodily injury other than a claim under Items 1 or 2 following upon a claim under Item 3
  - (b) under Item 3
    - (i) until the total amount of the compensation has been ascertained
    - (ii) unless the bodily injury requires treatment by a registered medical practitioner
    - (iii) in respect of any period of disablement which is not certified by a registered medical practitioner
    - (iv) for more than 104 weeks from the commencement of the disablement as certified by a registered medical practitioner Any payment made under Item 3 shall be deducted from any sum subsequently payable under Items 1 or 2 in respect of the same bodily injury, the Company being liable only for the balance.
3. After the happening of bodily injury resulting in a claim under Items 1 or 2 no further liability to make any payment shall attach to the Company in respect of the Insured Person concerned
4. The Company shall not be liable in respect of death, injury or disablement caused by any pre-existing physical or mental defect, condition or infirmity
5. The total amount payable, in respect of any one or more injuries to any Insured Person during the period of Insurance, shall not exceed €12,700.

## **EXCLUSIONS**

### **Applicable to the Money Section**

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

1. Damage:
  - (a) arising from fraud or dishonesty of any employee, director or partner of yours, which is not discovered within 7 working days of its occurrence
  - (b) arising from shortages due to error, omission or depreciation in value
  - (c) of contents from note, coin or token operated machines
  - (d) while in an unattended vehicle
  - (e) covered by a policy of Fidelity Guarantee Insurance
  - (f) occurring outside the Territorial Limits.
  - (g) due to use of counterfeit Money
  
2. In respect of compensation for accidental bodily injury
  - (a) any pre-existing physical or mental defect or infirmity
  - (b) any consequences of pregnancy or childbirth
  - (c) bodily injury to any member of the Garda Siochana or any other Police Authority, Armed Forces or Security Companies.
  
3. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
  - (a) the loss of alteration of or damage to **or**
  - (b) reduction in the functionality availability or operation of  
  
a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.

**EMPLOYERS LIABILITY SECTION  
INSURING CLAUSE**

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

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages arising from Bodily Injury to an Employee caused within the Territorial Limits during the Period of Insurance

**Law Costs**

The Company will also indemnify the Insured in respect of

- (a) all claimants costs and expenses legally recoverable from the Insured
- (b) all costs and expenses incurred by the Insured with the written consent of the Company

provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Section

**Limit of Indemnity**

The total amount payable for all damages and all Law Costs in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section

## **EXTENSIONS**

### **Applicable to the Employers Liability Section**

#### **1. Work Overseas**

The Company will indemnify the Insured in respect of legal liability for Bodily Injury caused to an Employee temporarily outside the Territorial Limits

**Provided that**

- (a) such Employee is normally resident within the Territorial Limits
- (b) the Company will not indemnify the Insured in respect of any amount payable under Workmens Compensation Social Security or Health Insurance legislation

#### **2. Indemnity to Principals**

The Company will indemnify any Principal against legal liability as defined in the Insuring Clause

**Provided that**

- (a) the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- (d) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

#### **3. Personal Representatives**

In the event of the death of the Insured the Company will indemnify the Insured's legal personal representatives against legal liability as defined in the Insuring Clause

**Provided that**

- (a) the Insured was entitled to indemnity under this Section
- (b) such legal personal representatives are not entitled to indemnity under any other policy
- (c) such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy

**EXTENSIONS**  
**Continued**

**4. Indemnity to Other Persons**

If the Insured so requests the Company will indemnify the following persons in respect of legal liability as defined in the Insuring Clause

- (a) an Employee or partner or director of the Insured provided that the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business

**Provided that**

- (i) such persons are not entitled to indemnity under any other policy
- (ii) such persons shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- (iii) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

**5. Safety Health and Welfare at Work Act 2005**

The Company will indemnify the Insured or at the request of the Insured an Employee or partner or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that the Company shall not be liable for the payment of fines or penalties

## **EXCLUSIONS**

### **Applicable to the Employers Liability Section**

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

1. for Bodily Injury to an Employee while such Employee is Offshore
2. for which compulsory insurance or security is required under any Road Traffic Act or any legislation amending or replacing any such Act
3. for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
  - (a) the loss of alteration of or damage to or
  - (b) reduction in the functionality availability or operation of  
a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.

**CONDITIONS**

**Applicable to the Employers Liability Section**

**1. Premium Adjustment**

If the Premium for the Employers' Liability Section has been calculated on the basis of an estimate supplied by the Insured of wages salaries and other earnings or of turnover

- (a) the Insured shall maintain an accurate record of such wages salaries and other earnings and turnover and the Company or its representatives may at any time examine such record
- (b) the Insured shall within 90 days of the expiry of each Period of Insurance supply to the Company an auditors' certificate of such wages salaries and other earnings or turnover for that Period of Insurance and in this regard time is of the essence

**and**

- (i) if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the Insured as the case may be subject to retention of the Minimum Premium stated in the Schedule or as advised to the Insured
- (ii) should the Insured fail to supply such auditors' certificate in accordance with this Condition then the Company will not provide any indemnity for any Bodily Injury which might otherwise be the subject of indemnity under this Section in the Period of Insurance for which the auditors' certificate remains outstanding

**PUBLIC LIABILITY SECTION  
INSURING CLAUSE**

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

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages arising out of accidental

- (a) Bodily Injury to any person
- (b) Nuisance
- (c) loss of or damage to material property

occurring within the Territorial Limits during the Period of Insurance and arising out of and in the course of the Business

**Law Costs**

The Company will also indemnify the Insured in respect of

- (a) all claimants costs and expenses legally recoverable from the Insured
- (b) all costs and expenses incurred by the Insured with the written consent of the Company

provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Section

**Limit of Indemnity**

The total amount payable for all damages and all Law Costs in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section



## **EXTENSIONS**

### **Applicable to the Public Liability Section**

#### **1. Work Overseas**

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising

- (a) within any member country of the European Union outside of the Territorial Limits where an Employee or partner or director of the Insured is temporarily carrying out work in the course of the Business
- (b) elsewhere in the world where an Employee or partner or director of the Insured is on a temporary visit for the purpose of carrying out non-manual work in the course of the Business

**Provided that** such Employee or partner or director is ordinarily resident within the Territorial Limits

#### **2. Indemnity to Principals**

The Company will indemnify any Principal in respect of legal liability as defined in the Insuring Clause

**Provided that**

- (a) the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- (d) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

#### **3. Personal Representatives**

In the event of the death of the Insured the Company will indemnify the Insured's legal personal representatives in respect of legal liability as defined in the Insuring Clause

**Provided that**

- (a) the Insured was entitled to indemnity under this Section
- (b) such legal personal representatives are not entitled to indemnity under any other policy
- (c) such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy

**EXTENSIONS  
Continued**

**4. Indemnity to Other Persons**

If the Insured so requests the Company will indemnify the following persons in respect of legal liability as defined in the Insuring Clause

- (a) an Employee or partner or director of the Insured provided that the Insured would have been entitled to indemnity under this Section had the claim been made against the Insured
- (b) any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business

**Provided that**

- (i) such persons are not entitled to indemnity under any other policy
- (ii) such persons shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- (iii) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

**5. Cross Liabilities**

If more than one party is named as the Insured the Company will treat each party as if a separate Policy had been issued to each

Provided that nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

**6. Defective Work**

Notwithstanding anything contained herein to the contrary the Company will indemnify the Insured in respect of legal liability as defined in the Insuring Clause arising as a consequence of defective construction erection installation alteration repair or servicing work undertaken away from the Insured's premises by the Insured or an Employee or partner or director of the Insured.

Provided that the Company will not indemnify the Insured for the cost of repairing replacing removing or reinstating such defective work

**EXCLUSIONS  
Continued**

**Applicable to the Public Liability Section**

**The Company will not indemnify the Insured in respect of any liability:**

1. for Bodily Injury to an Employee
2. for fines penalties punitive or exemplary damages
3. for Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

**Provided that**

- (a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
  - (b) the liability of the Company for all damages payable in respect of such Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity
4. for loss of or damage to material property
    - (a) belonging to the Insured
    - (b) in the custody or control of the Insured or an Employee or partner or director of the Insured other than
      - (i) the personal effects (including vehicles and their contents) of any visitor Employee or partner or director of the Insured
      - (ii) buildings (together with the contents thereof) temporarily occupied by or on behalf of the Insured for the purpose of carrying out work in the course of the Business
      - (iii) buildings (including their fixtures and fittings) leased or rented by the Insured but excluding liability assumed under the terms of any tenancy agreement which would not have attached in the absence of such agreement
  5. caused by or arising from the ownership possession or use by or on behalf of the Insured of any
    - (a) mechanically propelled vehicle other than
      - (i) the use of plant as a tool of trade at the Insured's premises or any site at which the Insured is working in the course of the Business

**EXCLUSIONS  
Continued**

- (ii) the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where indemnity is provided by any other insurance or where compulsory insurance or security for such vehicle is required under Road Traffic Act Legislation

- (b) aircraft or hovercraft

- (c) watercraft other than hand propelled watercraft not exceeding eight metres in length

6. caused by or arising from any design plan or specification or any treatment or advice (remedial professional or otherwise) given administered or omitted by the Insured or an Employee or partner or director of the Insured for which a fee is or would normally be charged

7. for loss of or damage to that part of any property on which the Insured or an Employee or partner or director or agent of the Insured is or has been working where the loss or damage arises out of such work

8. (a) caused by or arising from a Product other than food or beverages prepared and/or served for consumption on any premises occupied by the Insured

- (b) for the cost of repairing replacing recalling altering removing or reinstating a Product

9. arising directly or indirectly out of or in connection with any job creation scheme or similar sponsored scheme or project.

10. for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- (a) the loss of alteration of or damage to or

- (b) reduction in the functionality availability or operation of

a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse

11. directly or indirectly caused by arising from in consequence of or in any way involving asbestos

But this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

**CONDITIONS**

**Applicable to the Public Liability Section**

**1. Premium Adjustment**

If the Premium for the Public Liability Section has been calculated on the basis of an estimate supplied by the Insured of wages salaries and other earnings or of turnover

- (a) the Insured shall maintain an accurate record of such wages salaries and other earnings and turnover and the Company or its representatives may at any time examine such record
- (b) the Insured shall within 90 days of the expiry of each Period of Insurance supply to the Company an auditors' certificate of such wages salaries and other earnings or turnover for that Period of Insurance and in this regard time is of the essence

**and**

- (i) if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the Insured as the case may be subject to retention of the Minimum Premium stated in the Schedule or as advised to the Insured
- (ii) should the Insured fail to supply such auditors' certificate in accordance with this Condition then the Company will not provide any indemnity for any Bodily Injury Nuisance loss or damage to material property which might otherwise be the subject of indemnity under this Section in the Period of Insurance for which the auditors' certificate remains outstanding

## **GENERAL EXCLUSIONS**

### **General Policy Exclusions applicable to all Sections**

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

1. a) loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss  
b) any legal liability of whatsoever nature  
directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  
2. any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
  - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
  - (b) any Act of Terrorism

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

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

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

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

**GENERAL EXCLUSIONS**  
**Continued**

3. the amount of any Deductible or Excess stated in the Schedule including any Condition of Average where applicable.

The Insured warrants that it shall not effect insurance in respect of the amounts of the Deductibles stated in the Schedule.

4. any liability arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
5. any liability assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured in the absence of such contract or agreement

6. 1: Neither this Policy, nor any indemnity nor cover provided under it shall apply to or cover any loss or Damage (including Consequential Loss or Damage), legal liability, claim, cost or expense, whether preventative, remedial or otherwise nor shall there be any liability whatsoever on the part of the Company in respect of any claim of whatsoever nature or kind on foot of the Policy, directly or indirectly caused by (whether proximately or otherwise) or consisting of, or connected with or arising from:-

(a) the actual or alleged failure, malfunction, inability or inadequacy of any of the following (whether the property of the Insured or not or whether under the control of or operated or used by or on behalf of the Insured or not and whether occurring before, during or after the Year 2000)

- (i) any computer, computerised system, computer network, electronic equipment;
- (ii) any microchip, micro processor, integrated circuit or similar device, whether or not embedded in or forming part of a computer or any other thing, device, installation or system of any kind whatsoever;
- (iii) any computer software (including but not restricted to application software and system software);
- (iv) any other equipment, media, or system for processing, storing or retrieving data;
- (v) any code or component of any of the foregoing;
- (vi) any other product, equipment, service, installation, data or function that directly or indirectly use or rely upon or are connected with in any manner whatsoever any of the items listed in paragraphs (i) to (v) above of this endorsement.

**GENERAL EXCLUSIONS**  
**Continued**

To do correctly or omit to do any of the following:-

- (i) read, accept, interpret, process or recognise any date as its true calendar date;
  - (ii) capture, save or retain or correctly to manipulate, interpret, calculate, compare, differentiate, sequence or process in any way whatsoever any data or information or command or instruction (whether directly or indirectly) as a result of or associated or connected in any way with, treating any date otherwise than its true calendar date;
  - (iii) capture, save, retain, manipulate, interpret, calculate, compare, differentiate, sequence or process in any way whatsoever any data or information (whether directly or indirectly) as a result of or connected in any way with the use or operation of any command or instruction which has been programmed, integrated or incorporated into any computer software or date being the command or instruction which causes or contributes to, (whether proximately or otherwise) the loss or corruption of data or information or of any command or instruction or the inability or failure to correctly capture, save, retain, manipulate, interpret, calculate, compare, differentiate, sequence or process such data on or after any date.
- (b) Any advice, assessment, inspection testing, audit, evaluation, correction, conversion, design, redesign, renovation, repair, maintenance, rewriting, rectification or replacement of or any failure to advise, assess, test audit, evaluate, correct, convert, design, redesign, renovate, repair, rewrite, rectify or replace any of the equipment or software listed at paragraph 1(a) of this endorsement in respect of any of the problems or potential problems mentioned in the said paragraph 1(a) whether provided, performed, carried out or done by you, for you, or at your order or request or otherwise.
- 2: This Exclusion applies irrespective of whether any of the matters specified in paragraph 1 hereof occur prior or subsequent to or contemporaneously or in association or concurrently with any other cause or event or occurrence whatsoever or howsoever arising and irrespective of whether or not the claim under the Policy is based primarily or proximately on such other cause, event or occurrence.
- 3: This Exclusion applies irrespective of the cause or reason for the failure, malfunction, inability or inadequacy and irrespective of whether or not any attempt was made to carry out any repairs or modifications to avoid or mitigate the effects of the same.
- 4: This Exclusion is incorporated into and forms an integral part of any/and every Policy or cover issued or entered into or renewed by the Company irrespective of the precise cover provided by any such Policy and all references to "Policy" in this endorsement shall be construed accordingly.



**GENERAL EXCLUSIONS**  
**Continued**

5: The other terms of this Policy shall be read subject to this Exclusion and any conflict between those other terms and the contents of this Exclusion will be resolved in favour of this Exclusion.

This paragraph of this Exclusion shall not however prejudice the operation of, or affect in any way, the following paragraph hereof.

6: This Exclusion does not amount to any express or implied admission or acceptance that apart from this Exclusion this Policy would otherwise provide cover or impose a liability on the Company in respect of any of the matters specified in paragraph 1 hereof and the Policy cover or liability imposed pursuant of the Policy shall not be augmented or increased in any way whatsoever by the terms of this Exclusion.

7: The incorporation or inclusion of this Exclusion to the Policy shall not affect the Company's right to contend that quite independently of this Exclusion, the Policy provides no indemnity or cover and has no application or imposes no liability on the Company in respect of any of the matters specified in paragraph 1 hereof and the inclusion or incorporation of this Exclusion in the Policy shall not constitute any express or implied admission to the contrary.

**NOTE:** This Exclusion does not apply to any Employers Liability cover provided by this Policy in respect of operations in the United Kingdom and/or Northern Ireland.

## **GENERAL CONDITIONS**

### **General Policy Conditions applicable to all Sections**

#### **1. Cancellation**

- (a) The Company may cancel this Policy at any time by giving 21 days notice by registered letter to the last known address of the Insured and in such case the Insured shall be entitled to the return of a proportionate part of the Premium in respect of the unexpired Period of Insurance subject to the retention by the Company of the Minimum Premium stated in the Schedule or as advised to the Insured or if the Premium has been based on estimates supplied by the Insured the Premium shall be adjusted in accordance with Employers Liability, Public Liability & Products Liability Premium Adjustment Conditions.
- (b) Without prejudice to the generality of General Condition 1 (a) if the Company has agreed to accept payment of Premium for this Policy by instalments then in the event of non-payment of any instalment on or before the due date the Company may cancel this Policy by giving 7 days notice by registered letter to the last known address of the Insured following the expiry of which notice this Policy shall be automatically cancelled and the Company shall be entitled to payment of the Premium proportionate to the Period of Insurance.

#### **2. Alteration**

This Policy shall be avoided with respect to any of the Property Insured in regard to which there is any alteration after the commencement of this insurance

- (a) by removal or
- (b) by Buildings becoming vacant or becoming unoccupied or
- (c) which increase the risk of Damage or
- (d) whereby the interest of the Insured ceases except by will or operation of law or
- (e) in respect of subsidence ground heave or landslip (if insured) by any building demolition or excavation work being carried out on any adjoining site
- (f) whereby the Business be wound up or carried on by a liquidator or receiver or permanently discontinued

If at any time anything shall occur or be done materially affecting or varying any aspect of the subject matter of this insurance the Insured shall give immediate notice in writing to the Company.

#### **3. Reasonable Precautions**

While this Policy is in force you must

- (a) take all reasonable precautions to prevent Damage, accident, injury or liability
- (b) maintain all Property Insured in good condition

**GENERAL CONDITIONS**  
**Continued**

- (c) exercise reasonable care in the selection and supervision of steady and competent Employees
- (d) take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any Legal Authority

**4. Due Observance**

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

**5. Average (Under-insurance)**

- (a) The Sum Insured is declared to be subject to Average, if such sum shall at the commencement of any Damage be less than the value of the property covered within such Sum Insured, the amount payable by the Company in respect of such Damage shall be proportionately reduced.
- (b) The Insured shall bear in respect of each and every incident or occurrence the applicable Deductible or Excess, which shall be applied after the application of Average (Under-Insurance).

**6. Non-Disclosure**

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

**7. Other Insurances**

If any insurance under this Policy is also the subject (in whole or in part) of any other policy the liability of the Company shall apply in excess of and not as contributory with such other policy

**GENERAL CONDITIONS**  
**Continued**

**8. Claims Condition**

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

**A What You Must Do**

- (a) give immediate notice to the Company or to your Insurance Broker or Agent
- (b) give immediate notice to the Garda Siochana or other Police Authority in respect of
  - (i) Damage by Theft (or attempted Theft),
  - (ii) loss of Money by any cause whatsoever
  - (iii) Damage caused by Riot, Civil Commotion or Malicious Persons
- (c) at your own expense, within 30 days after the happening of injury, accident, Damage, or within 30 days after the expiration of the Indemnity Period in the event of a claim under the Consequential Loss section or such further period as the Company may in writing allow, furnish a claim in writing to the Company with such detailed particulars, proofs, certificates or other documents as may reasonably be required, together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith
- (d) forward to the Company, immediately on receipt, any letter, claim, writ, summons or other document (which must remain unanswered) received by you in connection with such event
- (e) take all reasonable steps to diminish or avoid the Damage, and to minimise any interruption or interference with the Business
- (f) give the Company every assistance and co-operation and comply with its reasonable requests
- (g) notify the Company in writing, immediately you have knowledge of any impending prosecution, or inquest, in connection with any such event.

**B What You Must Not Do**

- (a) negotiate, pay, settle, admit or repudiate any claim or incur any expense without the written consent of the Company
- (b) abandon property to the Company.

**C Rights of the Company**

No claim under this Policy shall be payable unless the terms of Claims Condition 8A and 8B above have been complied with

**GENERAL CONDITIONS**  
**Continued**

The Company is entitled to

- (a) take over any Damaged Building or other Property Insured for all reasonable purposes
- (b) take over and conduct in your name the defence or settlement of any claim at its discretion
- (c) the Company may at any time at its sole discretion pay to the Insured the amount of the Limit of Indemnity (less any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and be under no further liability in respect of such claim or claims except for other costs and expenses for which the Company may be responsible incurred prior to such payment

**D Fraud**

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

**E Subrogation**

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

**F Reinstatement**

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

**G Contribution and Average**

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

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

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

**GENERAL CONDITIONS**  
**Continued**

**H Auditors Clause**

Any particulars or details contained in the Insured's books of account or other Business books or documents which may be required by the Company under Claims Condition 8A and 8B above for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured's Auditors, and their certificate shall be prima facie evidence of the particulars and details to which such certificate relates.

**9. Arbitration**

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

**10. Insurance Act**

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