

Apartment Block Policy

Important Information

Please read and keep safe

Apartment Block policy

Contents

Page

General

Introduction and complaints procedure	2
Accident Line / How to deal with a claim	3
Definitions	4
Claims conditions and company's rights	5
General conditions	6
General exclusions	8

Events insured

Section 1 – Material damage	11
Section 2 – Loss of rent receivable	18
Section 3 – Liabilities	20
Section 5 – Commercial legal protection	24

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



Aviva Insurance Ireland DAC

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

A private company limited by shares.

Registered in Ireland No. 605769.

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

Introduction

Your Policy and Schedule

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

Important – please note that only those sections we show as in force in the attached schedule shall apply to your particular policy.

The law applicable to the contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, Aviva Insurance Ireland DAC, and you, the proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer with which your contract will be concluded is Aviva Insurance Ireland DAC, trading as Aviva. Registered in Ireland No. 605769. Registered Office: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651.

Complaints procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your policy cover through an intermediary or broker then you should initially direct your complaint to them. If the complaint is not resolved to your satisfaction you can contact Aviva Insurance Ireland DAC at 1800 666 555.

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

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

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

Your Apartment Block policy

The Insured, having applied to Aviva Insurance Ireland DAC, hereinafter referred to as 'the Company', for this insurance and having paid or agreed to pay the premium, the Company will provide insurance to the extent of and subject to the terms and conditions of this policy during any Period of Insurance.

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

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

In addition to the standard exclusions, conditions, clauses, memoranda and provisions limiting cover in the individual sections of the policy, the insurance cover described in any of the said sections is also subject to the 'General exclusions' and 'General conditions' contained in this policy.

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

Limits of liability referred to in the policy as being 'the amount stated in the schedule' are intended to refer to that part of the schedule which corresponds with the section of the policy where the reference occurs.

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

'The Insured' shall have the same meaning as 'the Policyholder'. If more than one person is named as the Policyholder, the insurance granted by this policy applies jointly and individually to all such persons.

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

Annual Revision of Property Sums Insured and Wages

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

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

Special Note

The Schedule for this Policy is separately enclosed.

Insurance Act 1936

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

Stamp Duties Consolidation Act 1999

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

Cooling Off Period

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

If the Insured cancels the Policy after the Cooling Off Period, please refer to General Condition 6 Cancellation of this Policy for terms and conditions.

Accident Line

Important

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

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

You can contact our Accident Line 24 hours a day, 365 days a year on 1800 147 147.

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



For help and advice on all
motor and property claims

How to deal with a claim

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

Otherwise, where your property has been lost, stolen or damaged, here are some guidelines.

Glass breakage

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

Other damage notification

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

Repairs or replacements

You should forward any estimates as soon as possible, to your broker or Aviva but if these cannot be sent within thirty days of the loss or damage let them know the position.

Other action

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

Notification of injury

Where an employee has been injured or a member of the public has been injured or his or her property has been damaged, please write to your broker or Aviva immediately, giving as much detail as you can.

Admission of liability and preservation of salvage

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

Claim forms

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

Claims procedure for Section 5 - Legal Protection

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

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

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

Definitions

Certain words and expressions in this policy are defined to have a particular meaning. Some of these have the same meaning wherever they appear in the policy, (unless stated otherwise) and are defined below. Other words and expressions have meanings particular to the various sections of the policy, and are defined at the beginning of those sections.

Business

The business as shown in the schedule.

Defined Contingency (applicable to Sections 1 & 2)

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

Limits of liability (applicable to Sections 1 & 2)

The liability of the Company under Section 1 – Material damage contingencies A to L shall not exceed in respect of:

- (i) any one item - the sum insured thereon as stated in columns 1, 2, 3 and 4 of the schedule;
- (ii) all loss or damage during any one Period of Insurance - the total sum insured as stated in column 5 of the schedule.

Building or Buildings (applicable to Sections 1 & 2)

The Building(s) at the Premises which are built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients, (unless otherwise stated) and include:

- a** landlord's fixtures and fittings (including fixed glass);
- b** outbuildings, extensions and annexes;
- c** walls, gates and fences, posts, patios and terraces;
- d** drives, yards, car-parks, roads, pavements, service areas and gangways forming part of the Premises; and
- e** telephone, gas, water and electrical installations, meters, piping, cabling and associated accessories extending to the public mains (including those underground), all being your property or your responsibility.

Contents (applicable to Sections 1 & 2)

Furniture and furnishings owned by you or for which you are responsible but excluding:

- a** stock and materials in trade;
- b** landlord's fixtures and fittings;
- c** property more specifically insured; and
- d** money, securities, coins, stamps, jewellery, watches, furs, precious metals, precious stones or articles made from them, computer systems records, curios, works of art, antiques, sculptures, rare books, plans, patterns, moulds, designs or explosives.

Contents of common parts (applicable to Sections 1 & 2)

Contents in the common parts of the Buildings to which all tenants have access.

Premises (applicable to Sections 1 & 2)

The Buildings and the land within the boundaries belonging to them at the address or addresses specified in the schedule.

Damage

For the purposes of Sections 1 & 2 the word Damage shall mean physical loss or physical destruction of or physical damage to the property insured.

For the purposes of Section 3, the word Damage shall mean accidental loss, destruction or damage.

Injury

Accidental bodily injury, death, illness, disease or shock.

Employee or Employees

Any of the following people working for you in connection with the Business.

- a** A person you employ under a contract of service or apprenticeship
- b** A self-employed person
- c** A labour only sub-contractor or anyone they employ
- d** A person gaining working experience
- e** Any person you have hired or borrowed.

Claims conditions

Action by Insured

The Insured shall, on the happening of any event which could give rise to a claim under this policy, do the following.

- 1 (a) Give immediate notice in writing to the Company and in respect of any occurrence giving rise to or which might give rise to injury, inform the Company immediately within 14 days of the happening of such occurrence.
 - (b) Give immediate notice to the Garda Síochána in respect of:
 - (i) loss or damage by stealing or any attempt thereat;
 - (ii) loss of money by any cause whatsoever; or
 - (iii) loss or damage by malicious persons.
 - (c) Make no admission of liability or offer promise or payment without the Company's written consent.
 - (d) Carry out no alteration or repair as far as practicable until the Company has had an opportunity of investigating.
 - (e) Inform the Company immediately within 14 days of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company immediately within 14 days every relevant document or correspondence received.
 - (f) Take all reasonable action to minimise or check any interruption of or interference with the Business.
 - (g) Produce to the Company such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim.
 - (h) In respect of loss or damage to the property the Insured shall deliver to the Company at his or her own expense, a claim in writing with such detailed particulars, receipts and proofs as may be reasonably required and (if demanded), a statutory declaration of the truth of the claim and any matters connected therewith within the following period.
 - 30 days of the expiry of the indemnity period - Section 2 (Loss of rent receivable).
 - 7 days of the event - in respect of riot and so on. (Contingency F of Section 1)
 - 30 days of the event - all other claims or such further time as the Company may in writing allow
- 2 In regard to Commercial legal protection please refer to Section 5 of this policy.

Company's rights

Control of claims

The Company shall be entitled to the following.

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

General conditions - all sections

Annual revision (applicable to Sections 1 and 2 only)

- 1 Each sum insured of the Company's liability under Section 1 and Section 2 (in so far as such sections are identified in the schedule as being operative) will increase at each renewal date by a specified percentage (to be advised by the Company) of the amount applicable immediately prior to the policy being renewed subject to an appropriate increase in the annual premium.

Observance of conditions

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

Subrogation

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

Duty of Disclosure and Alteration of Risk

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

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

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

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

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

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

Additional Duty of Disclosure for Non-Consumer Customers PLEASE NOTE - IF THE INSURED IS NOT A CONSUMER (AS DEFINED BELOW) THE FOLLOWING DUTY ALSO APPLIES.

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

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

Consumer Definition:

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

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

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

Cancellation

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

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

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

Reasonable precautions

- 7 The Insured must take all reasonable care to prevent death bodily injury illness shock disease loss or damage and to maintain Premises, plant and everything used in the Business in proper repair, and to act in accordance with all statutory obligations and regulations including the statutory inspection of all lifting plant, passenger lifts and steam pressure vessels.

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

Arbitration

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

Other insurances (not applicable to Section 3)

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

Fraud and Misrepresentation

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

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

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

Mid term alterations

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

Please note that General Condition 5 has been removed and as such does not appear in the above section.

General exclusions

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

Radioactive contamination

1 (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(b) any liability of whatsoever nature

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

(i) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

(ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

(iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

(iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

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

(i) liability of any Principal

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

Consequential loss (applicable to Sections 1 & 2)

2 Consequential loss unless otherwise specifically stated in the attached schedule.

War and kindred risks

3 Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event

(a) war, invasion, act of foreign enemy, hostilities or war like operation or operations (whether war be declared or not), civil war, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, mutiny or military uprising or martial law;

(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

Sonic bangs (applicable to Sections 1 & 2)

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

Terrorism

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

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

This endorsement also excludes liability loss damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

This endorsement does not apply to Section 5.

Pollution (applicable to Sections 1 & 2)

6 loss or destruction or damage caused by pollution or contamination but this shall not exclude Damage to the Property Insured not otherwise excluded caused by:

(i) pollution or contamination which itself results from a Defined Contingency

(ii) a Defined Contingency which itself results from pollution or contamination.

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

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

Date recognition

8 Liability in respect of any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any:

(a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, programme, computer data processing equipment, telecommunication equipment or systems or any similar device;

(b) media or systems used in connection with any of the foregoing;

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

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

Exception to Date recognition

Provided always that this exclusion shall not apply to the following:

- 1 Subsequent damage to or loss or destruction of property owned by, in the possession of or held in trust by the Insured and / or the Insured's consequential loss arising from loss or destruction of or damage to any property if directly caused by

fire, lightning, explosion, aircraft and other aerial devices dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road vehicle or animal or stealing, only where these covers are provided by the Policy.

The forgoing exception to this Date recognition exclusion will not apply to any claim arising from any legal liability, legal cost or expense of the Insured.

- 2 Death bodily injury shock illness or disease of any person under a contract of service or apprenticeship with the Insured if such death bodily injury shock illness or disease arises out of and in the course of such person's employment

Confiscation (applicable to Sections 1 & 2)

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

Cyber risk

10A. (applicable to Sections 1 & 2)

- 1 any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Cyber Incident or the fear or threat (whether actual or perceived) of a Cyber Incident, regardless of any other cause or event contributing concurrently or in any other sequence thereto including, without limitation to the scope of the foregoing, any action taken in controlling, preventing, suppressing or remediating any Cyber Incident.
- 2 This endorsement supersedes and, if in conflict with any other wording in this Policy having a bearing on a Cyber Incident, Electronic Data or Malware or Similar Mechanism, replaces that wording.
- 3 However, subject to all the terms, conditions, limitations and exclusions of this Policy, paragraph 1 shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that an insured establishes that such physical loss, destruction or damage was directly caused by a Specified Peril listed in paragraph 5, where specifically insured by this Policy.

Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data, directly occasioned by a Cyber Incident, shall not be recoverable hereunder nor be considered as physical loss, destruction or damage for the purposes of paragraphs 3 or 4.
- 4 Notwithstanding the foregoing, subject to all the terms, conditions, limitations and exclusions of this Policy, in the event of physical loss or destruction of, or physical damage to, hardware or an Electronic Data storage device of a Computer System directly caused by a Specified Peril listed in paragraph 5, where specifically insured by this Policy, which results in loss or destruction of, or damage to, Electronic Data then this Policy will cover reasonable and necessary expenses incurred in recreating, gathering or assembling such Electronic Data, but excludes the value of the Electronic Data to an insured or any other party.
- 5 For the purposes of this clause only, a "Specified Peril" means one of the following perils: Fire; lightning; explosion; aircraft and aerial devices dropped from them.

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

6.1 "Cyber Incident" shall include

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

affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

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

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

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

6.5 "Policy" means this policy and any endorsement thereto

10B. (applicable to Section 3 - Occurrence 2 & 3 only)

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

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

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

Cyber Incident means

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

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

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

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

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

Section 1 – Material damage

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

Contingencies

A Fire but excluding Damage caused by the following:

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

B Lightning

C Explosion

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

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

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

D Aircraft or other aerial devices or articles dropped therefrom.

E Earthquake

F Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons, excluding:

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

G Subterranean fire

H Storm or flood excluding:

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

I Escape of water from any tank apparatus or pipe excluding:

- (a) Damage by water discharge or leaking from an automatic sprinkler installation;

- (b) Damage in respect of any Building which is empty or not in use.

J Impact by any road vehicle, including forklift truck, or animal.

K Accidental escape of water from any automatic sprinkler installation in the premises not caused by:

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

L Any accidental cause (all risks) excluding the following:

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

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded.

- (b) Damage caused by or consisting of:
 - (i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects, mould or fungus;
 - (ii) change in temperature, colour, flavour, texture or finish; or
 - (iii) stealing or attempted stealing;

or Damage consisting of:

- (iv) joint leakage, failure of welds, cracking, fracture, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith; or
- (v) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates;

but this shall not exclude:

- (a) such Damage not otherwise excluded which itself results from a Defined Contingency or from any other accidental loss, destruction or damage;
- (b) subsequent Damage which itself results from a cause not otherwise excluded.

- (c) Damage caused by or consisting of:
 - (i) subsidence ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
 - (ii) normal settlement or bedding down of new structures;
 - (iii) acts of fraud or dishonesty; or
 - (iv) disappearance unexplained or inventory shortage misfiling or misplacing of information.
 - (d) Destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from a Defined Contingency in so far as is not otherwise excluded.
 - (e) Damage in respect of moveable property in the open fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
 - (f) Damage:
 - (i) caused by fire resulting from its undergoing any heating process or any process involving the application of heat; or
 - (ii) (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning or service or repair.
 - (g) Damage caused by:
 - (i) freezing;
 - (ii) escape of water from any tank, apparatus or pipe; or
 - (iii) caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation,
 in respect of any building which is empty or not in use.
 - (h) Damage in respect of:
 - (i) property in transit (unless on the Premises);
 - (ii) fixed glass;
 - (iii) glass (other than fixed glass), china, earthenware, marble, or other fragile or brittle objects; or
 - (iv) computers or data processing equipment,
 other than such Damage caused by a Defined Contingency in so far as it is not otherwise excluded.
 - (i) Damage in respect of money, cheques, stamps, bonds, credit cards or securities of any description other than such Damage caused by a Defined Contingency in so far as it is not otherwise excluded for an amount not exceeding €3,300.
-
- (j) Damage in respect of:
 - (i) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives, rolling stock, watercraft or aircraft;
 - (ii) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
 - (iii) land, roads, pavements, piers, jetties, bridges, culverts or excavations;
 - (iv) livestock, growing crops or trees;
 - (v) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books;
 unless specially mentioned as insured by this section.
 - (k) Property which at the time of the happening of Damage is insured by, or would but for the existence of this policy be insured by, any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
 - (l) Any property more specifically insured by or on behalf of the Insured.
 - (m) Damage caused by or consisting of:
 - (i) Contingencies A-K;
 - (ii) any of the exclusions to Contingencies A-K
 whether insured or not.

Special clauses, conditions, exclusions and extensions applicable to Section 1

Annual revision

- 1 Each sum insured and monetary limit of the Company's liability under Section 1 in so far as such Section is identified in the Schedule as being operative and will increase at each renewal date by a Specified Percentage (to be advised by the Company) of the amount applicable immediately prior to the Policy being renewed subject to an appropriate increase in the Annual Premium.

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

The condition of average

- 2 The sums insured by each item of this section relating to property are declared to be subject to 'average'.

Whenever a sum insured is declared to be subject to average, if such sum shall, at the commencement of any Damage, be less than the value of the property covered within such sum insured, the amount payable by the Insurer in respect of such Damage shall be proportionately reduced.

Architects, surveyors, consultants, legal and other fees

- 3 The insurance by each item of this section of the policy on Buildings and Contents includes an amount in respect of architects', surveyors' and consulting engineers' fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim it being understood that the amount payable for such destruction or damage and fees shall not exceed in the aggregate the sum insured by each item.

Automatic cover

- 4 The insurance by this section shall, subject to its terms and conditions, extend to cover:
 - (a) any newly acquired and/or newly erected Buildings and Contents in-so-far as the same are not otherwise insured; and
 - (b) alterations, additions and improvements to Buildings and Contents but not in respect of any appreciation in value

anywhere in the Republic of Ireland, Northern, Ireland and Great Britain provided that:

- (i) at any one situation this cover shall not exceed 10 per cent of the total sum insured on such property hereby or €650,000 whichever is less;
- (ii) the Insured undertakes to give particulars of such additional insurance as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof the policy to be endorsed accordingly from the date of commencement of the insurers liability; and

- (iii) the provision of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above.

Alternative accommodation

- 5 In the event of Damage to the Premises caused by any of the contingencies insured under this section - Material damage resulting in:
 - (a) a residential portion of the Premises being uninhabitable; or
 - (b) access being prevented to a residential portion of the Premises;

this insurance extends to include the reasonable additional cost or similar comparable accommodation incurred by the lessee or owner until the residential portion is habitable or accessible.

The amount payable in total under this extension will not exceed 25% of the sum insured applicable under column 1.

Boarding-up costs

- 6 The insurance by this section extends to include boarding-up costs reasonably incurred following Damage to fixed glass.

Change of temperature

- 7 Notwithstanding anything to the contrary in this policy or in any of its conditions, this section covers destruction of or damage to the property thereby insured which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by fire, lightning and explosion as defined herein or any other peril insured hereby subject to the terms limitations and conditions of the policy.

Clearing drains

- 8 The insurance by column 1 of the schedule extends to cover expenses necessarily incurred in clearing, cleaning and/or repairing drains, gutters, sewers and the like in consequence of fire or other contingencies hereby insured against on the Insured's own Premises.

Contents of common parts

- 9 Cover is extended to include the Contents of common parts, as defined in the policy, as a result of Damage as defined on the Policy up to a maximum limit of €25,000.

Contracting purchaser's interest

- 10 If at the time of Damage the Insured shall have contracted to sell their interest in any building hereby insured, and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase (if and so far as the

property is not otherwise insured against such Damage by him/her or on his/her behalf) shall be entitled to benefit under this policy without prejudice to the rights and liabilities of the Insured or the Insurer until completion.

Construction and heating of buildings

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

Designation

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

Damage to grounds and landscaped gardens

- 13 Cover is extended to include the reasonable costs incurred to restore or repair landscaped gardens of the property of the Insured or for which they are responsible following Damage at the Premises up to a maximum sum insured of €15,000

Electrical plant

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

Excess (Insured's contribution) clause

- 15 The Company shall not be liable for the first €500 of each and every loss as ascertained, after the application of all other terms and conditions of this section including any condition of average (underinsurance), unless as otherwise stated in the schedule.

Fire brigade charges

- 16 The Company will indemnify the Insured in respect of such fire brigade attendance charges as may be levied by any local authority in dealing with any fire which results in a claim under this section of the policy. The Company's liability in respect of these charges shall not exceed €25,000.

Explosion

- 17 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.

Risk Management Conditions

- 18 It is a condition precedent to liability under this Section that
 - 1 The maximum number of powered woodworking machines, other than portable hand machines, must not exceed the numbers allowed as indicated in the policy Schedule (or any endorsement on the Policy) in any Building referred to
 - 2 No painting or other surface treatments are carried out involving the use of highly flammable liquids other than in accordance with Loss Prevention Council recommendations in connection with spraying and other painting processes involving the use of highly flammable liquids.
 - 3 All combustible trade and process waste, refuse, shavings, cuttings including recyclable processed materials are to be removed from the Buildings at the end of each working day or shift
 - 4 Any firebreak doors or shutters must be kept closed except during working hours and be maintained in efficient working manner.

Loss of metered utility supplies

- 19 Cover is extended to include the cost of metered water, gas, oil and electricity supplies, following Damage to the property insured up to a maximum of €10,000 for any one loss.

Mortgagees

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

Non-invalidation clause

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

Change of Occupancy

- 22 Unless otherwise agreed by the Company, the Insured may lose all cover under this Section in respect of any Building if:
- such Building or portions of Buildings at the premises becomes empty, vacant disused or unoccupied; or
 - such empty, vacant disused or unoccupied Building or portions of Buildings at the premises becomes occupied.

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

Public authorities' clause

- 23 Subject to the following special conditions the insurance by items under Buildings and Contents extends to include such additional cost of reinstatement of the lost destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of the Oireachtas or Parliament or with bye-laws of any public authority excluding the following.
- The cost incurred in complying with any of the aforesaid regulations or bye-laws:
 - in respect of Damage occurring prior to the granting of this extension;
 - in respect of loss, destruction or damage not insured by the policy;
 - under which notice has been served upon the Insured or any lessee, tenant or sub-tenant prior to the happening of the Damage; or
 - in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the property destroyed or damaged.
 - The additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any other aforesaid regulations or bye-laws not arisen.
 - The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.

Special conditions

- The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the insurer may allow (during the said twelve months) and may be carried out upon another site (if the aforesaid regulations or bye-laws so necessitate) subject to the liability of the insurer under this extension not being thereby increased.
- If the liability of the insurer under any item of the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the

insurer under this extension (in respect of any such item) shall be reduced in like proportion.

- The total amount recoverable under any item of the policy shall not exceed its sum insured.
- All the terms and conditions of the policy except in so far as they are varied hereby shall apply as if they had been incorporated herein.

Premises emergency repair

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

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

The services to prevent further damage are as follows:

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

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

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

Glazing if there is a breakage of glazing to external windows or doors of the buildings

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

Provided

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

The Company will not be liable for

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

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

Definitions

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

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

Re-erection of plant and machinery

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

Reinstatement memorandum

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

For this purpose 'reinstatement' means:

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

Special conditions

- 1 The liability of the insurer for the repair or restoration of property lost, destroyed or damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- 2 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the commencement of any Damage the liability of the insurer shall not exceed that proportion of the amount of the Damage which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.
- 3 No payment beyond the amount which would have been payable in the absence of this memorandum shall be made:

- (a) unless reinstatement commences and proceeds without unreasonable delay;
- (b) until the cost of reinstatement shall have been actually incurred;
- (c) if the property insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.

4 All the terms and conditions of the policy shall apply:

- (a) in respect of any claim payable under the provisions of this memorandum except in so far as they are varied hereby;
- (b) where claims are payable as if this memorandum had not been incorporated.

Reinstatement of the amount of any loss

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

Removal of debris

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

- (a) removing debris;
- (b) dismantling and/or demolishing; or
- (c) shoring-up or propping
of the portion or portions of the property insured by the said items destroyed or damaged by fire or by any other contingency hereby insured against.

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

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

The Company will not pay for any costs or expenses:

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

Rent

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

Replacement of locks and keys

30 Cover is extended to include reasonable costs necessarily incurred by the Insured as a result of the replacement of locks and keys for which the Insured is responsible at the Premises following the theft of keys from the Insured's Business Premises or from the home of the Insured or of any person authorised by the Insured to hold such keys up to a maximum of €1300 for any one theft.

Risk protection equipment replacement costs

31 Cover is extended to include reasonable costs necessarily incurred by the Insured for re-filling fire extinguishing appliances, replacing used sprinkler heads and having fire burglar alarms and closed circuit television equipment re-set solely as a consequence of Damage.

Spontaneous combustion

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

Stealing damage to Buildings

33 The cover provided by this section extends to include Damage to the Buildings falling to be borne by the Insured consequent upon stealing or attempted stealing involving:

- (a) Entry into or exit from the Buildings (limited to that part of the Premises as stated in the schedule) by forcible or violent means or
- (b) Assault or violence or threat thereof to the Insured or any Employee of the Insured

Excluding

- (i) Damage to money securities coins stamps jewellery watches furs precious metals precious stones or articles composed of any of them, curios sculptures rare books paintings or works of art;
- (ii) Damage to stained or plate glass or any decoration or lettering thereon;
- (iii) Damage occasioned by or happening through any person lawfully on the Premises or caused by or with the connivance of any member of the Insured's household or any Employee of the Insured;
- (iv) Damage occasioned by fire or explosion however caused;
- (v) Damage to property in any garden yard or open space or any stable garage outbuilding or other Building communicating with the main Premises unless specially mentioned

Subrogation waiver

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

- (a) any company standing in the relation of parent to

subsidiary (subsidiary to parent) to the Insured as defined in Section 7 of the Companies Act 2014;

- (b) any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary in each case within the meaning of Section 7 of the Companies Act 2014.

Temporary removal clause

35 1 The property insured by this policy is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all in the Republic of Ireland, Great Britain and Northern Ireland.

2 The liability of the insurer under this extension in respect of each item of the policy for any Damage occurring elsewhere than at the within mentioned Premises shall not exceed 10% of the sum insured by the item.

3 This extension does not apply to property in so far as it is otherwise insured nor as regards loss occurring elsewhere than at the Premises from which the property is temporarily removed to motor vehicles and motor chassis licensed for normal road use.

Trace and Access

36 In the event of Damage by Contingency I (Escape of water), the insurance by this section extends to include costs necessarily and reasonably incurred in locating the source of the Damage to effect repairs and the costs of making good.

Limit €25,000 for any one claim.

Workmen

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

Section 2 - Loss of rent receivable

Definitions

Loss of rent receivable

The money including service charges paid or payable to you from the letting of the Premises specified in the schedule.

Premises

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

Indemnity period

The period beginning with the date of the Damage and ending not later than the Maximum Indemnity Period stated in the schedule during which the Business is affected by the Damage.

Outstanding debit balance(s)

The money owed to you by your customers at the date of the Damage taking into account:

- (a) bad debts;
- (b) debit and credit amounts owed and not passed through the books during the period between the last record and the date of the Damage;
- (c) abnormal trading conditions affecting the Business; and
- (d) your last record of amounts owed by customers.

Cover

If any property insured by Section 1 – Material damage, sustains Damage and payment has been made by us or we have agreed to make a payment, we will pay:

- 1 Loss of rent** which means the amount of the reduction in the rent received by you during the indemnity period solely as a result of the Damage including legal fees in connection with any re-letting which may be necessary.
- 2 Increased cost of working** which means the additional expenditure necessarily and reasonably incurred as a result of the Damage solely to avoid or minimise the loss of rent during the Indemnity Period but not exceeding the amount of the reduction in rent which that expenditure avoids.
- 3 Professional accountants' charges** which means the auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this section.

Special provisions

- 1** Our liability in respect of each item on rent will not exceed 200% of the sum insured.
- 2** If any charge or expense payable out of rent ceases or reduces during the Indemnity Period as a result of the Damage the sum saved will be deducted from the amount otherwise payable under this section.
- 3** If following Damage you use other buildings to accommodate tenants the rent received from them during the Indemnity Period will be taken into account in assessing loss of rent.

- 4** Where the Buildings or any part of them are unoccupied and sustain Damage during the Period of Insurance our maximum liability will be the loss of rent during the period of reinstatement or repair and will be calculated based solely upon any tenancy agreement in respect of such Building in existence at the time of the Damage occurring.
- 5** Payments on account may be made to you during the Indemnity Period if required.

Extensions

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

Damage as insured by this cover includes

1 Prevention of access

Loss resulting from interruption of or interference with the Business as a result of physical loss or physical destruction of or physical damage to property within one kilometre distance of the boundary of the Premises which physically prevents or restricts access to or use of the Premises.

The Company will not provide cover for

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

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

2 Public utilities

Property at any

- (a) generating station or sub-station of the public electricity supply undertaking
- (b) land based Premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- (c) waterworks or pumping station of the public water supply undertaking
- (d) land based Premises of the public telecommunications undertaking from which the Insured obtains electricity gas water or telecommunications services.

Extensions – book debts

Cover

If your records suffer Damage during the Period of Insurance by any of the contingencies in Section 1 – Material damage and you are unable to trace or establish the outstanding debit balances either in part or completely, we will pay you:

- 1 the difference between the outstanding debit balances and the total of the amounts received or traced following the Damage;
- 2 the additional expenditure incurred with our written consent in tracing and establishing tenants' debit balances following the Damage; and
- 3 auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this section.

provided the amount payable shall not exceed €25,000.

Exclusions

We will not be liable in respect of loss as a result of:

- 1 erasure or distortion of information on computer systems or other records:
 - (a) due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by Damage to the said machine or apparatus; or
 - (b) due to defects in such records;
- 2 deliberate falsification of business records;
- 3 mislaying or misfiling of tapes and records;
- 4 the deliberate act of the public supply undertaking in restricting or withholding electricity supply;
- 5 wear and tear and gradual deterioration, vermin, rust, damp or mildew; or
- 6 dishonest or fraudulent acts by a director, partner or any of your employees.

Special condition

1 Cover Avoided

This section shall be avoided if the Business is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the Period of Insurance unless we give our written consent.

2 Deliberate Act by Supply Undertaking Exclusion

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

However, the Company will indemnify the Insured in respect of

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

Material damage proviso

It is a condition precedent to liability under this section that at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such Damage and that payment shall have been made or liability admitted therefore under such insurance or would have been made or admitted but for the operation of a proviso excluding liability for losses below a specified amount.

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

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

Section 3 - Liabilities

Compensation, legal costs, solicitors' fees

The Company will indemnify the Insured against

- (a) All sums which the Insured shall become legally liable to pay for compensation and claimants' costs and expenses in respect of any occurrence to which this Section applies as stated in the specification and in connection with the Business.
- (b) All costs and expenses of litigation incurred with the written consent of the Company in respect of a claim against the Insured to which the indemnity expressed in this Section applies.
- (c) The payment of the solicitor's fee incurred with the written consent of the Company for representation of the Insured at proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident or ministry inquiry in respect of any such occurrence.
- (d) Legal costs and other expenses incurred with the written consent of the Company and costs of the prosecution awarded against the Insured arising out of any prosecution of the Insured for a breach or alleged breach during the period of indemnity of the Safety Health and Welfare at Work Act 2005 or similar safety legislation of the Republic of Ireland but the Company shall not be liable for any fines or penalties imposed.

If Occurrence 1 is not insured by this Section the Company will not indemnify the Insured against such costs and expenses in respect of prosecutions involving the health safety or welfare of any person under contract of service or apprenticeship with the Insured and arising out of and in the course of their employment by the Insured.

Territorial limits

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

- (a) in connection with any business conducted by the Insured from premises outside the Section territories;
- (b) liability in respect of Injury of any person under a contract of service or apprenticeship with the Insured and engaged by the Insured outside the Section territories for the purpose of work by such person outside the Section territories.

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

Interpretation

Additional persons insured

- 1 The Insured shall include
 - (a) In the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured.
 - (b) If the Insured specified in the Schedule so requests:
 - (i) any director or partner of the Insured;
 - (ii) any person employed by the Insured under a contract of service or apprenticeship; or

- (iii) any officer member or employee of the Insured's social sports or welfare organisations or first aid, fire or ambulance services

in such person's respective capacity as such.

- (c) For the purposes of Occurrence 1 and Occurrence 2 if the Insured specified in the Schedule so requests any Principal with whom the Insured has entered into an agreement for or including the performance of work within the Section territories as far as is necessary to meet the requirements of such agreement but only in respect of death, bodily injury, shock, illness, disease, loss or damage arising out of the performance of such work by the Insured.
 - (d) For the purposes of Special Clause C the spouse of any person specified in 1b above.

Contract of service or apprenticeship

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

Cross liabilities

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

Effective dates of endorsements

- 4
 - (a) So far as concerns Occurrence 1 any endorsement to this Section shall apply to occurrences caused on or after the Effective Date of such endorsement.
 - (b) So far as concerns Occurrence 2 any endorsement to the Section shall apply to occurrences happening on or after the Effective Date of such endorsement.

The Specification

Occurrences

(Applicable as stated in the Schedule)

1 Employer's liability:

Death bodily injury shock illness or disease caused during the Period of Indemnity to any person under a Contract of service or apprenticeship with the Insured if such death bodily injury shock illness or disease arises out of and in the course of his employment by the Insured.

Special clauses which apply

- E Contractual liability
- J Vehicles (employer's liability)
- K Court attendance costs
- L Unsatisfied court judgements
- M Asbestos
- N Offshore

2 Public liability:

- (a) Death bodily injury shock illness or disease of any person except that arising out of and in the course of his employment by the Insured under a Contract of service or apprenticeship;
- (b) Loss of or physical damage to physical property not belonging to the Insured or in the charge or under the control of the Insured or any servant of the Insured;
- (c) Loss arising from obstruction trespass nuisance or interference with any easement of air light water or way happening during the Period of Indemnity.

Special clauses which apply

- A Rented premises
- B Employees' and visitors' personal effects
- C Personal liability - home and abroad
- D Deliberate acts
- E Contractual liability
- F Damage to goods supplied
- G Vehicles (public liability)
- H Vessels and craft
- I Pollution
- M Asbestos
- N Offshore

The Amount of Indemnity

Any One Event

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

So far as concerns Occurrence 1 the amount of indemnity is inclusive of all payments under 'Compensation, legal costs, solicitors' fees'.

Any One Period

The liability of the Company for all compensation payable in respect of all occurrences happening during any one period of indemnity shall not exceed the sum stated in the specification as the amount of indemnity for any one period of indemnity.

The Special Clauses

(Applicable as stated in The Specification).

A Rented premises

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

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

B Employees' and visitors' personal effects

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

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

C Personal liability home and abroad

This Section shall apply to the liability of any person specified in Interpretation 1(b) or spouse or child whilst within or outside the Section territories on the Business of the Insured but this Special Clause shall not apply to liability in respect of:

- (i) the ownership or occupation of any land or building; or
- (ii) any business carried on by such person or his spouse.

D Deliberate acts

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

E Contractual liability

As far as concerns liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement this Section shall apply only if the conduct and control of claims is vested in the Company but shall not apply to liability in respect of:

- (i) liquidated damages or under any penalty clause;
- (ii) any contract for or including the performance of work outside the Section territories; or
- (iii) any tenancy agreement.

F Damage to goods supplied

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

G Vehicles (Public liability)

This Section shall not apply to liability in respect of the following.

- (a) (i) Any vehicle for which compulsory insurance or security is required by any road traffic legislation if such vehicle is owned, leased, hired, borrowed or used by the Insured specified in the Schedule or by the person seeking indemnity.
- (ii) Any trailer for which compulsory insurance or security is required by any road traffic legislation if such trailer is owned, leased, hired, borrowed or used by the Insured specified in the Schedule or by the person seeking indemnity.
- (b) The loading or unloading of such vehicle or trailer.
- (c) (i) The bringing of a load to such vehicle or trailer for the purpose of loading thereon.
- (ii) The taking away of a load from such vehicle or trailer after unloading therefrom.

Where indemnity is provided by any motor insurance contract or where compulsory insurance or security is required by any road traffic legislation.

H Vessels and craft

This Section shall not apply to liability in respect of:

- (a) any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space if such vessel or craft is owned, leased, hired, borrowed or operated by the Insured; or
- (b) the loading or unloading of such vessel or craft.

I Pollution

This Section excludes all liability in respect of pollution or contamination other than caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of indemnity.

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

The liability of the Company for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the period of indemnity shall not exceed €1,300,000 in the aggregate.

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

- (i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

- (ii) all loss or damage or death bodily injury shock illness or disease directly or indirectly caused by such pollution or contamination.

J Vehicles (employer's liability)

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

K Court attendance costs

In the event of any persons as defined hereunder attending court as a witness at the request of the Company in connection with an occurrence in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the rate of €150 per day for each day on which attendance is required.

L Unsatisfied court judgements

The Company will at the request of the Insured as specified in the Schedule pay under Occurrence 1 of the specification to any person described therein (or in the event of the death of such person his personal representative) the amount of damages (other than liquidated damages) and costs awarded to such person in any judgement obtained within a court within the Republic of Ireland against any company registered therein or any individual domiciled in the Republic of Ireland, to the extent that such amount remains unsatisfied in whole or in part more than six months after the date of such judgement.

Provided that:

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

M Asbestos

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

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

N Offshore

This Section shall not apply to liability in respect of work in or travel to from or within or anything supplied installed erected repaired altered or treated to any offshore

- (a) accommodation exploration drilling or production rig or platform
- (b) support vessel

Special conditions

Suspension of cover

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

Avoidance and recovery

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

Non-Contribution

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

Section 5 - Commercial legal protection

Introduction

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

As soon as You are aware of a legal problem, You should get legal advice from the **Legal Helpline on 0818 200 826** without delay. Please have Your policy number to hand. If You wish to make a claim the full details will need to be submitted in writing.

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

Special Notes

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

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

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

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

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

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

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

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

Definitions

Claims Administrator

ARAG Legal Protection Limited (ARAG).

You, Your

The Insured shown in the Policy Schedule.

Insured Person

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

Appointed Representative

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

Date of Event

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

Costs and Expenses

• Legal Costs

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

• Accountant's Costs

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

• Attendance Expenses

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

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

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

Territorial Limit

The Republic of Ireland.

Limit of Indemnity

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

Cover

1 Employment Disputes and Financial Compensation Awards

(a) Employment Disputes

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

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

Exceptions

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

(b) Employment Financial Compensation Awards

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

Provided that

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

Exceptions

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

2 Legal Defence

If you ask, the Company will:

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

Provided that

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

Exceptions

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

3 Property Protection and Bodily Injury

(a) Property Protection

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

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

Exceptions

Any claim relating to the following:

- (1) A contract You have entered into;

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

(b) Bodily Injury

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

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

Exceptions

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

4 Tax Protection

(a) Revenue Audits

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

(b) Employers' Compliance

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

(c) VAT Disputes

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

Provided that

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

Exceptions

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

Instructions on Handling Claims for Tax Protection

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

Exceptions Which Apply to Section 5

- 1 Any claim reported to the Claims Administrator more than 180 days after the date the Insured Person should have known about the insured incident.
- 2 Costs and Expenses incurred before the Claims Administrator accepts a claim in writing.
- 3 Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other.
- 4 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 5 Any claim relating to franchise rights, or agency rights if You have the legal capacity to change the legal relations of another.
- 6 Any insured incident deliberately or intentionally caused by an Insured Person.
- 7 A dispute with the Company and/or the Claims Administrator not otherwise dealt with under Condition 7.
- 8 Any claim relating to a shareholding or partnership share in Your business unless the shareholding was gained under a scheme open to all Your employees (or a substantial number of them) of a certain minimum grade other than Your directors or partners.
- 9 Judicial review.
- 10 Any claim caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

- 11 Legal action an Insured Person takes which the Claims Administrator or the Appointed Representative have not agreed to or if the Insured Person does anything that prevents the Claims Administrator or the Appointed Representative from carrying out their roles effectively.
- 12 When either at the start of or during the course of a claim, the Company will not cover a claim if You are bankrupt or have filed a bankruptcy petition or winding-up petition, have made an arrangement with Your creditors, have entered into a deed or arrangement, are in liquidation, or part or all of Your affairs or property are in the care or control of a receiver or administrator.
- 13 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

Conditions which apply to Section 5

- 1 An Insured person must:
 - (a) keep to the terms and conditions of this Section;
 - (b) take reasonable steps to keep any amount the Company has to pay as low as possible;
 - (c) try to prevent anything happening that may cause a claim;
 - (d) send everything the Claims Administrator asks for, in writing; and
 - (e) give the Company full details of any claim as soon as possible and give the Company any information the Claims Administrator needs.
- 2
 - (a) The Company can take over and carry out, in the name of an Insured Person, any claim or legal proceedings at any time. The Claims Administrator can negotiate any claim on behalf of an Insured person.
 - (b) If the Claims Administrator agrees to start legal proceedings and the Insured Person has to be represented by a lawyer, or if there is a conflict of interest, an Insured Person can choose an Appointed Representative by sending that suitably qualified person's name and address to the Claims Administrator. The Claims Administrator may choose not to accept the choice of representative, but only in exceptional circumstances.
 - (c) Before an Insured Person chooses a lawyer or an accountant, the Claims Administrator can appoint an Appointed Representative.

- (d) The Claims Administrator will appoint an Appointed Representative and they will represent the Insured Person according to the Claims Administrator's stated terms of appointment. The Appointed Representative must co-operate fully with the Claims Administrator at all times.
 - (e) The Claims Administrator will have direct contact with the Appointed Representative.
 - (f) The Insured Person must co-operate fully with the Claims Administrator and with the Appointed Representative and must keep the Claims Administrator up to date with the progress of the claim.
 - (g) The Insured Person must give the Appointed Representative any instructions required by the Claims Administrator.
- 3 (a) The Insured Person must tell the Claims Administrator if anyone offers to settle a claim and must not agree to any settlement without the Claims Administrator's written permission.
 - (b) If an Insured Person does not accept a reasonable offer to settle a claim, the Company may refuse to pay further Costs and Expenses.
 - (c) The Company may decide to pay the Insured Person the amount of damages that they are claiming or the amount that is being claimed against them instead of starting or continuing legal proceedings.
 - 4 (a) If the Claims Administrator asks, the Insured Person must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited.
 - (b) The Insured Person must take every step to recover Costs and Expenses that the Company has to pay and must pay the Company any costs and Expenses that they do recover.
 - 5 If an Appointed Representative refuses to continue acting for an Insured Person or if an Insured Person dismisses the Appointed Representative, the cover provided will end at once, unless the Claims Administrator agrees to appoint another Appointed Representative.
 - 6 If an Insured Person settles a claim or withdraws their claim without the Claims Administrator's agreement, or does not give suitable instructions to the Appointed Representative, the cover provided will end at once. The Company will be entitled to reclaim any Costs and Expenses they have paid.
 - 7 If the Claims Administrator and an Insured Person disagree about the choice of Appointed Representative or about how a claim is handled, the Claims Administrator and the Insured Person can choose another suitably qualified person to decide the matter. The Claims Administrator and the Insured Person must both agree to this in writing. If the Claims Administrator cannot agree with the Insured Person about the choice of the second suitably qualified person, the Claims Administrator will ask the president of the Law Society of Ireland to choose a suitably qualified person.

Whoever loses the disagreement will have to pay the costs of settling it.

- 8 The Claims Administrator may ask you to get an opinion from counsel as to how successful a claim or proceedings will be (You will have to pay any costs involved in doing this). If counsel believes there are reasonable grounds to pursue or defend a claim or proceedings, the Claims Administrator will pay the cost of getting the opinion.
- 9 The Company will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Section did not exist.
- 10 This Section will be governed by the laws of the Republic of Ireland.

Helpline Services

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

Commercial Legal Advice

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

To contact the above services, phone **0818 200 826** quoting Your policy number.

Counselling

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

To contact the counselling helpline, phone **1800 670 407**. These calls are not recorded.

Health & Medical Information Service

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

To contact the above service phone us on 0818 254 164.

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

Employment Manual

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

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

How we deal with Tax Protection Claims under your Commercial Legal Protection Policy

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

Notifying us of your claim.

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

The Company will not pay for any accountant's fees that have been incurred for work carried out before the Claims Administrator has accepted your claim.

Handling your claim

- (3) Tax Protection covers the cost of negotiating on your behalf and representing you in any appeal proceedings in respect of a Revenue Audit.
- (4) Once the Claims Administrator has accepted your claim and have appointed an accountant to deal with it they will agree with the appointed representative what work is to be carried out on your behalf and the fees that are to be covered under your policy. If it is not possible to agree a budget with the Appointed Representative, the Claims Administrator reserves its right to limit the sum payable under the Policy to an amount that is necessary and reasonable in the circumstances.
- (5) The Revenue Commissioners will request information about your accounts. The Appointed Representative will prepare this information. They may also be required to meet with the Revenue. Your policy will cover the cost of any necessary meetings provided that the Claims Administrator has consented to your accountant attending. If it is not possible to negotiate a settlement with the Revenue Commissioners and you wish to appeal against the tax demanded the Claims Administrator will pay for the Appointed Representative to represent you in appeal

proceedings provided it is always more likely than not that the appeal will be successful.

- (6) If at any time during the audit the level of fees that the Claims Administrator has agreed with the Appointed Representative is expected to change the Claims Administrator must be informed of any additional work considered necessary and agree in advance any additional accountants' costs to be paid under your policy.

When we cannot help

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

Settling your claim

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

Other types of Tax Protection claims

Disputes arising from Employers' compliance with PAYE or PRSI contributions following an audit by the Revenue Commissioners or Department of Social Community and Family Affairs and appeals in relation to VAT assessments are also covered by this Section.

If you need to notify us of a claim that arises from either of these circumstances please follow the instructions outlined in 1 and 2. The Claims Administrator will adopt a similar approach when dealing with these claims as for Revenue Audits (refer to paragraphs 6 to 10) Although the actual work carried out by the Appointed Representative will differ.

Please note the Claims Administrator cannot cover disputes with the Revenue Commissioners that result from your failure to register your business for VAT.

Procedure for Appointed Representatives when dealing with Tax Protection claims

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

Instructions for the Appointed Representative

In our experience it is normally necessary for the Appointed Representative to undertake the following work;

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

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

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

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

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

(4) Identify reason for audit.

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

(6) Meeting with the Revenue Inspector.

Where appropriate, meetings with the Revenue can be a productive means to resolve outstanding issues. However, the time involved inevitably makes them expensive in terms of professional fees. It is therefore vitally important that the purpose of the meeting be clearly agreed, in so far as is possible in advance, so that the meeting time can be used effectively to resolve remaining issues. The reason for a meeting should be set out by the Revenue along with the subjects for discussion. It is

particularly important that the Revenue be asked to set out in advance any issues which the policyholder may be unlikely to be able to answer from memory, in order to facilitate closure of the audit.

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

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



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

Aviva Insurance Ireland DAC

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

A private company limited by shares.

Registered in Ireland No. 605769.

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