

# Big-Byte Policy

## Important Information

Please read and keep safe

# Introduction

## Your Policy and Schedule

Here is your new Big-Byte Insurance 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.

**Important – Please note: *Only those Sections as showing as in force in the attached Schedule shall apply to your particular policy***

May we please ask you to examine this Policy and Schedule carefully to ensure it meets with your particular needs.

## The Law applicable to the Contract

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

## Complaints Procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible.

If you arranged your 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 the following:

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

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

## Big-Byte Policy

In consideration of the Insured named in the Schedule paying to the Aviva Insurance Ireland DAC (the Company) the First Premium mentioned in the Schedule, the Company will to the extent of and subject to the terms of this Policy indemnify the Insured against loss or damage as hereinafter provided happening during the Period of Insurance.

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

## Insurance Act 1936

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

## Government Charges

The First Premium herein includes any such levy.

## 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 3 Cancellation of this Policy for terms and conditions.



**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.

# Limits of Indemnity

The liability of the Company shall not exceed

## Parts A

in the case of either Part A1 or A2 in respect of any item of Property the sum stated in the Schedule against the item as the Amount of Indemnity for these Parts

## Parts B

in the case of either Part B1 or B2 the sum stated in the Schedule as the Amount of Indemnity for the Part

in the case of Part B3 133.33% of the sum stated in the Schedule as the Amount of Indemnity for the Part

plus any extra amounts for which the Company is liable under the Additional Benefits

## Damage in Transit

The liability of the Company under Parts A for loss of or damage to the Property occurring

(a) whilst in transit or during the course of movement loading or unloading in connection therewith

(b) whilst situated outside European Economic Area countries

shall not exceed the sum of €65,000 in respect of any one accident or series of accidents arising out of one occurrence

## Automatic Reinstatement of Amounts of Indemnity

No amount of Indemnity shall be reduced by the amount of any loss in consideration of which the Insured shall pay the appropriate extra premium on the amount of any loss exceeding €33,000

# General Exceptions

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

## WAR ETC.

- 1 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 a warlike 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

## TERRORISM

- 2 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 organization committed for political or other purposes with 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.

## CYBER RISK

- 3 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 clause 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.

# General Exceptions (continued)

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

## RADIOACTIVE CONTAMINATION

- 4 (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

## WEAR ETC.

- 5 (a) the cost of
- (b) consequential loss resulting from interruption of or interference with the Business directly or indirectly due to repairs or replacements necessitated solely by wasting wearing away or wearing out caused by or naturally resulting from ordinary use or working rusting or gradual deterioration of any part of an item of Property but the Company shall be liable for the cost of damage insured by this Policy resulting from such causes and the Company shall be liable for consequential loss insured by this Policy resulting from interruption of or interference with the Business caused by damage resulting from such causes

# General Exceptions (continued)

## SONIC BANGS

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

## CONFISCATION BY CUSTOMS

- 7 loss destruction or damage arising from confiscation detention requisition or destruction by Customs or other Officials or Authorities occurring outside the European Union or the United Kingdom

## 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 program computer data processing equipment telecommunication or systems or any similar device
  - (b) media or systems used in connection with any of the foregoingwhether 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 correctly to manipulate interpret transmit return calculate or process 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 the true or correct date 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

## EXEMPTION TO DATE RECOGNITION

Provided always that this exclusion shall not apply to:

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

## MOBILE DATA PROCESSING INSTALLATIONS

- 9 all mobile electronic data processing installations but this exception shall not apply to such items specifically described in the schedule

## CIVIL COMMOTION IN NORTHERN IRELAND

- 10 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.

# Claims Conditions

## ACTION BY INSURED

- 1 On the happening of any occurrence which might result in a claim under this Policy the Insured shall

### Notice of Claims

- (a) give immediate notice thereof to the Company and send written confirmation to the Company within seven days of the occurrence and in the case of Property stolen or lost or wilfully damaged give immediate notice to the police

### Admission of Liability

- (b) make no admission of liability or offer promise or payment without the Company's written consent

### Minimising Loss

- (c) do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish any loss or damage and at the request and expense of the Company shall do and concur in doing all such acts and things as the Company may reasonably require

### Prevention of Further Loss

- (d) discontinue the use of any damaged Property unless the Company authorises otherwise until such Property shall have been repaired to the satisfaction of the Company

Any damaged parts which are replaced shall be kept for inspection by the Company

## Evidence of Loss

- 2 In the event of a claim being made under this Policy the Insured shall when called upon to do so furnish to the Company at his own expense in writing all details of the claim together with such evidence vouchers proofs and explanations as the Company may reasonably require

## COMPANY'S RIGHTS

### Entry and Possession

- 3 On the happening of any occurrence which might result in a claim under this Policy the Company and every person authorised by the Company may without thereby incurring any liability enter any premises where the occurrence has happened and may take and keep possession of and deal with any salvage

### Control of Claims

- 4 The Company shall be entitled at its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons whether or not any payment has been made by the Company and the Insured shall give all information and assistance required

## Other Insurances

- 5 If at the time any claim arises under this Policy there is any other existing insurance covering the same loss or damage the Company shall not be liable to pay or contribute more than its rateable proportion of any such loss or damage

## Settlement

- 6 In the event of loss of or damage to any item of Property for which indemnity is provided under this Policy the Company may at its option reinstate replace or repair the item or may pay in cash the amount of the loss or damage

The Company shall not be liable for the cost of any reinstatement replacement or repair undertaken without its written consent

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 the property is replaced within the agreed scope and final invoice submitted

## Arbitration

- 7 Any dispute between the Policyholder and the Company on 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 Policyholder 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 it shall be deemed to have been abandoned and not recoverable thereafter

## Excess

- 8 The Company shall not be liable in respect of each and every occurrence for
  - (a) the first €315 under Parts A B1 and B2
  - (b) loss of Revenue incurred
    - (i) during the first 24 hours (or other Excess Period shown in the Schedule whichever is the greater) following the occurrence of Accidental Damage or Breakdown or Erasure of Data or Failure of Distribution Equipment
    - (ii) as a consequence of Failure of Electricity the duration of which is less than 30 minutes
    - (iii) as a consequence of Failure of Telecommunications Network the duration of which is less than 8 consecutive hours

# General Conditions

## IDENTIFICATION

- 1 This Policy Schedule and Endorsements shall be read together as one Contract and unless specifically stated to the contrary any word or expression to which a specific meaning has been given shall bear such meaning wherever it may appear

## DUTY OF DISCLOSURE AND ALTERATION OF RISK

- 2 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 the Insured's business being wound up or carried on by a liquidator or receiver or permanently discontinued.

### Additional Duty of Disclosure for Non-Consumer Customers

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

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

risks proposed for insurance.

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

#### Consumer Definition:

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

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

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

## CANCELLATION

- 3 (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

# General Conditions (continued)

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 see the Introduction page above.

## VAT

- 4 To the extent that the Insured is accountable to the Tax Authorities for Value Added Tax all terms in this policy shall be exclusive of such tax

## OBSERVANCE OF CONDITIONS

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

## FRAUD AND MISREPRESENTATION

- 6 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 us that may have affected our 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 ADJUSTMENTS

- 7 If you make an alteration to your policy and this results in a change of premium, we will not charge or refund any amount under €20

## SPECIAL CONDITIONS

### Precautions

The Insured shall take proper precautions to prevent loss or damage including

- (a) the protection of the Property against damage or theft
- (b) the prevention of loss of data
- (c) the regular backup and correct storage and maintenance of all data and programs



# The insurance applicable to the Property described in the Schedule is restricted to the Parts Applicable shown against each item of the Property

The Company will indemnify the Insured against

## PARTS A — MATERIAL LOSS OR DAMAGE

### Part A1

Accidental Damage to Property

### Part A2

Breakdown of Property excluding damage caused by fire or by any cause external to the Property whilst such Property is situated or in transit anywhere in the World

## PARTS B — CONSEQUENCE OF LOSS OR DAMAGE

### Part B1

the increase in cost of working resulting from an Accident and the amount payable as indemnity is the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption of or interference with the Business which but for such expenditure would have taken place in consequence of the Accident during the Indemnity Period

### Part B2

the cost of replacement of data carrying media and/or the cost of reinstatement of data or programs thereon provided that such costs result directly from an Accident

### Part B3

the loss of Revenue consequent upon interruption of or interference with the Business caused by an Accident and the amount payable as indemnity is

- (a) the amount by which the Revenue during the Indemnity Period shall in consequence of the Accident fall short of the Standard Revenue
- (b) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Accident but not exceeding the reduction in Revenue thereby avoided by more than 5%

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business as may cease or be reduced in consequence of the Accident

## ADDITIONAL BENEFITS UNDER THIS POLICY

### Incompatibility of Computer Records

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

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

Provided that the liability of the Company under this extension shall not exceed €65,000

### Consulting Engineers Fees & Claims Investigation Costs

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

### Temporary Repairs & Expediting Permanent Repairs

The Company will additionally indemnify the Insured under Parts A against the reasonable additional expenses incurred with the consent of the Company in making a temporary repair or in expediting a permanent repair to an item of Property Provided that the total liability of the Company in respect of all such additional expenses shall not exceed €33,000

### Removal of Debris/Protection from Further Damage

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

- (a) removing debris of
- (b) dismantling and/or demolishing

any part of an item of Property which has sustained loss or damage insured under either of these Parts

- (c) protecting any part of an item of Property whether damaged or not provided that this is necessitated by insured loss or damage

Provided that the total liability of the Company under this extension shall not exceed €33,000

### Professional Accountants Charges

The indemnity provided by Parts B1 and B3 extends to include the reasonable charges payable by the Insured to their professional accountants/auditors for producing any particulars or details or any other proofs information or evidence as may be required under the Claims Conditions and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the Part B affected by the Accident shall in no case exceed the Amount of Indemnity for such Part B

### Additional Rental Charge

If as a direct result of loss or damage insured under this Policy the lease/hire contract in force at the time of the Accident in respect of the lost or damaged Property is cancelled and replaced by a new one in respect of similar property to that lost or damaged at a rental charge rate above that payable under the cancelled contract the Company will additionally indemnify the Insured against the additional rental charges to be paid during the two years commencing from the time of such loss or damage

Provided that the total liability of the Company under this extension shall not exceed €33,000

### Waiver of Subrogation Rights

The Company will waive any rights against any Parent and/or Subsidiary Company of the Insured or authorised user of the Property (not being used for purposes of maintenance or repair) provided that the Insured does not receive any form of indemnity or damages or otherwise from such Company or user and that such users observe fulfil and are subject to the terms conditions and limitations of this Policy

### Discharge of Fire Extinguishers

The Company will additionally indemnify the Insured against the cost of refilling or replacing gas fire extinguishing apparatus installed to protect the Property following the discharge of such fire extinguishing apparatus

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

## AUTOMATIC COVER

The Property described in the Schedule shall be deemed to include at no additional premium any other Property of a similar class or type to that so described installed after the commencement of any Period of Insurance provided that

- (a) such Property shall be insured only to the same extent as Property of a similar class or type
- (b) such Property shall be in satisfactory working order when installed
- (c) the total Amounts of Indemnity for Parts A shall not be increased by more than €260,000 and Parts B by more than €65,000 in respect of such property
- (d) the insurance and premium waiver by this clause shall remain in force until the Renewal Date following commencement of installation of such Property

## BASIS OF CLAIMS SETTLEMENT UNDER PARTS A

### Reinstatement and Indemnity

In respect of loss or destruction of or damage to an item of Property the basis of settlement of any claim under Parts A shall be Reinstatement of the Property lost destroyed or damaged and Reinstatement shall mean

- (a) where the Property is lost destroyed or damaged beyond economical repair its replacement by new Property of similar capacity and performance or if not obtainable by the nearest equivalent of higher capacity and performance
- (b) where the Property is damaged the repair of the Property to a condition similar to its condition when new

Provided that

- 1 the work of Reinstatement is commenced and completed without undue delay
- 2 the Company reserves the right to make staged payments and a portion of the agreed sum may be retained by the Company until all the property is replaced within the agreed scope and final invoice submitted

- 3 where the sum obtained by calculating 85% of the replacement cost of all Property insured under Parts A at the time of the loss destruction or damage exceeds the Amount of Indemnity for Parts A the liability of the Company shall not exceed that proportion of the amount of the loss destruction or damage which the Amount of Indemnity bears to such sum

For the purposes of this clause the term all Property insured shall not include Property in respect of which the Automatic Cover Clause in this Policy applies at the time of the loss destruction or damage

- 4 if the Property insured at the time of the loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured any such other insurance has been effected on the same basis of reinstatement
- 5 all other terms exceptions and conditions of this Policy shall apply

## DEFINITIONS APPLYING TO THIS POLICY

(Note: For the purposes of these definitions any adjustment in current cost accounting shall be disregarded)

**Computer** means all parts of the electronic data processing installation (including interconnecting wiring) other than Property described under Associated/Support Equipment

**Associated/Support Equipment** means air conditioning plant temperature and humidity recording apparatus false floors/ceilings computer room partitioning power generating and regulating plant fire detection and gas extinguishing apparatus electronic access systems and computer data safes all used solely in connection with the computer

**Accidental Damage** means sudden and unforeseen loss of or material damage to an item of Property resulting from any cause other than Breakdown as defined hereunder

**Breakdown** means damage to an item of Property resulting from the actual breaking distortion or electrical burn-out of any part whilst in use arising from defects in the item of Property causing sudden stoppage of its function and requiring its repair or replacement

**Accident** means Accidental Damage or Breakdown or Failure of Electricity or Failure of Distribution Equipment or Failure of Telecommunications Network or Erasure of Data or Denial of Access

**Failure of Electricity** means total or partial failure of public supply of electricity at the terminal point of the supply undertaking's feed to the premises in which the Property is situated which is not caused by a deliberate act of the supply undertaking unless performed for the sole purpose of safeguarding life or protecting a part of the supply undertaking's system or not caused by a scheme of rationing unless necessitated solely by physical damage to a part of the supply undertaking's system

**Failure of Distribution Equipment** means the total failure of the electricity supply to an item of Property resulting from sudden and unforeseen loss of or material damage to the distribution equipment within the Insured's premises

**Failure of Telecommunications Network** means total failure of any telecommunications network used with the Property which is not caused by the deliberate act of the telecommunications authority unless performed for the sole purpose of protecting a part of its equipment or not due to industrial action by any of the authority's employees or is not caused by use by the Insured of machinery and equipment which is not accepted by the authority as properly installed and compatible with the telecommunications system

**Erasure of Data** means the accidental or malicious erasure destruction distortion or corruption of data or programs on the Property resulting from an identifiable cause but excluding the permanent or temporary loss of or loss of use of or inaccessibility of data or programs directly resulting from pre-existing faults in or unsuitability of programs or computer systems software and also excluding losses caused by malicious act and discovered later than twelve months after the loss was initiated

**Denial of Access** means prevention or hindrance of the use of or access to an item of Property caused by damage to or destruction of any 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

**Indemnity Period** means the period beginning with the occurrence of the Accident and ending not later than the Maximum Indemnity Period shown in the Schedule thereafter during which the results of the Business shall be affected in consequence of the Accident

**Revenue** means the money paid or payable to the Insured for services rendered or goods sold in the course of the Business at the Insured's premises

If services shall be rendered or goods shall be sold elsewhere than at the Insured's premises for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such services or sales shall be brought into account in arriving at the Revenue

**Estimated Revenue** means the amount declared by the Insured to the Company as representing not less than the Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum

**Standard Revenue** means the Revenue during that period in the twelve months immediately before the date of the Accident which corresponds with the Indemnity Period

**Annual Revenue** means the Revenue during the twelve months immediately before the date of the Accident

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

Indemnity Period exceeds twelve months)

**Standard Revenue** means the proportional equivalent for a period equal to the Indemnity Period of the Revenue during the period between the date of the commencement of the Business and the date of the Accident

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

## New Business

For the purpose of any claim arising from an Accident occurring before the completion of the first years trading of the Business the term Standard Revenue shall bear the following meaning and not as stated above

## EXCEPTIONS APPLYING TO INDIVIDUAL PARTS

This Policy excludes

- 1 in respect of Parts A of this Policy

### Breakdown

- (a) Breakdown of any computer unless at the time of the occurrence of the Breakdown such computer is the subject of a contract with a competent computer maintenance firm affording at inclusive cost a minimum service of on-call remedial and/or corrective maintenance

### Consequential Loss

- (b) consequential loss or liability of any nature whatsoever

### Reinstatement of Data

- 2 in respect of Parts A B1 or B3 of this Policy the cost of reinstatement of data or programs

### Part B1 only

- 3 increase in cost of working incurred as a result of
  - (a) temporary interference with transmissions to and from satellites due to atmospheric weather solar or lunar conditions
  - (b) failure of any satellite prior to its obtaining its full operating function or whilst in or beyond the final year of its design life

### Part B3 only

- 4 in respect of Part B3 of this Policy loss of Revenue
  - (a) incurred as a consequence of Erasure of Data unless the erasure is caused by Accidental Damage or Breakdown
  - (b) due to satellite failure or malfunction from any cause

### Parts B1 and B3

- 5 increase in cost of working or loss of Revenue incurred during the first 48 hours following Breakdown of any computer which is not the subject of a maintenance contract as described in Exception 1a above. This Exception overrides anything to the contrary contained in Claims Conditions 8

## SPECIAL CONDITIONS APPLYING TO PART B3

### Renewal Clause

- 1 The Insured shall prior to each Renewal Date of the Policy furnish the Company with the Estimated Revenue for the financial year most nearly concurrent with the ensuing year of insurance

## Premium Adjustment

- 2 The first and annual premiums in respect of loss of Revenue are provisional and are based on the Estimated Revenue for the financial year most nearly concurrent with the Period of Insurance

The Insured shall furnish to the Company not later than six months after the expiry of each Period of Insurance a declaration confirmed by the Insured's auditors of the Revenue earned during the financial year most nearly concurrent with the Period of Insurance

If any Accident shall have occurred giving rise to a claim for loss of Revenue the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Revenue was reduced during the financial year solely in consequence of the Accident

If the declaration (adjusted as provided for above and proportionately increased where the maximum indemnity period exceeds 12 months):-

- (a) is less than the estimated Revenue for the relative Period of Insurance the Company will allow a pro rata return of the premium paid on the Estimated Revenue but not exceeding 50% of such premium
- (b) is greater than the Estimated Revenue for the relative Period of Insurance the Insured shall pay a pro rata addition to the premium paid on the Estimated Revenue

## SPECIAL CONDITIONS APPLYING TO PARTS B1 AND B3

### Parts B1 and B3

### Payments on Account

- 1 Payments on account will be made to the Insured if desired in the light of the circumstances of any claim hereunder

### Part B3

### Departmental Trading

- 2 If the Business is carried on in Departments the independent trading results of which are ascertainable the cover provided under clauses (a) and (b) of Part B3 shall apply separately to each department affected by the Accident

### Accumulated Stocks

- 3 In the adjustment of any loss under Part B3 the Company will take into account and make equitable allowance therefore if any shortfall in Revenue due to an Accident is postponed by reason of the Revenue being temporarily maintained from accumulated stocks of raw materials work-in-progress or finished goods on the Insured's premises or elsewhere

### Memorandum

For the purpose of Parts B the words "This Policy excludes" when related to General Exception 3 shall read "This Policy excludes loss resulting from damage occasioned by or happening through or occasioning"



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

**Aviva Insurance Ireland DAC**

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