

Construction Policy

Important Information

Please read and keep safe

Your Construction Policy

Introduction

Welcome to Aviva. We are committed to providing a first-class service.

This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments.

Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

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All additions, deletions to the standard cover will be represented by endorsement, as negotiated with your Specialist Underwriter.

Standard endorsements will appear within the policy wording at the end of the appropriate section. Non Standard endorsements will appear in the separate policy schedule.

Any questions or suggestions to changes in the wording which improve the quality of client cover are welcome.

Please contact your Specialist Underwriter to discuss your thoughts.

Contact details for claims

CLAIMS SERVICE

**1800 147 147 – E-mail: Contract Works claims: propertyclaims@aviva.com
Liability claims: liabilitynotifications@aviva.com**

A 24 hour, 365 days a year claims line providing you with emergency assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

Complaints Procedure

OUR PROMISE OF SERVICE

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 cover through an intermediary or broker, please send your complaint to them. If your complaint is not sorted out to your satisfaction, please 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** 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@fspo.ie
Website: www.fspo.ie

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

Important Information

LAW APPLICABLE

Under the relevant European and Irish law we (Aviva Insurance Ireland DAC) and you (The Policyholder) are free to choose the law which will apply to the contract. We propose that Irish law will apply to the contract.

RISKS LOCATED IN THE UK

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

We will pay all claims under this insurance in Euro.

**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.

MID-TERM ALTERATIONS

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.

GOVERNMENT CHARGES

The First Premium on the Schedule includes such charges.

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

USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

The Contract of Insurance

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

Important

This policy is a legal contract. This document should be read in conjunction with Your schedule of insurance and any proposal, statement of fact, declaration and any other document provided by You to Us as together they form the contract between You and Aviva Ireland DAC, (who is the underwriter of the insurance product).

You are under a duty to answer all questions, which We ask, honestly and with reasonable care. Therefore, please ensure all answers given in any proposal, statement of fact, declaration and any other document provided by You to Us are complete and accurate.

This is for Your own protection as if the information you provide is not accurate;

- Your policy may not provide You with the cover you need,
- a claim may not be paid, the policy could be declared invalid and void or may be cancelled,
- You may encounter difficulties trying to purchase insurance elsewhere and
- You may breach the terms and conditions attaching to any loan.

You should keep copies of any documents You supplied to Us as part of your application for insurance.

If you are a larger entity and fall outside the definition of a consumer you have a further duty to inform us of all facts, which are likely to affect whether we agree to provide cover, or how we assess the risk proposed for insurance. Please read the section in this document titled 'Duty of Disclosure and Alteration of Risk' for full details.



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.

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', 'Contact details for claims and help', 'Complaints Procedure' and 'Important Information' and in headings and titles.

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

Computer and Electronic Equipment	All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.
Data	<p>All information which is</p> <ol style="list-style-type: none">(1) electronically stored or(2) electronically represented or(3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data <p>including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.</p>
Data Storage Materials	Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.
Denial of Service Attack	Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.
Employee	<p>Any person who is</p> <ol style="list-style-type: none">(1) under a contract of service or apprenticeship with You(2) borrowed by or hired to You(3) a labour master or supplied by a labour master(4) employed by labour only sub-contractors(5) self-employed(6) under a work experience or training scheme(7) a voluntary helper <p>while working under Your control in connection with The Business</p> <ol style="list-style-type: none">(8) an outworker or homeworker when engaged in work on Your behalf.
Excess / Excesses	<p>The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises.</p> <p>The amount(s) to be deducted after the application of any Average condition.</p> <p>You will repay any such amount paid by Us.</p>

Failure	Any partial or complete reduction in the (1) performance or (2) availability or (3) functionality or (4) the ability to recognise or process any date or time, of any (a) Computer and Electronic Equipment, (b) electronic means of communication, (c) website.
Loss of Data	Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.
Money	Current (1) coin, bank and currency notes (2) postal and money orders, bankers' drafts, cheques and giro cheques (3) crossed warrants, bills of exchange and securities for money (4) postage, revenue, national insurance and holiday with pay stamps (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions (6) credit company sales vouchers, luncheon vouchers and trading stamps (7) VAT invoices.
Period of Insurance	From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.
The Business	Activities directly connected with the business specified in The Schedule.
The Premises	The premises specified in The Schedule.
The Schedule	The document which specifies details of The Policyholder, The Premises, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Endorsements and Conditions applying to this policy.
Unattended Vehicle	Any vehicle where neither You or any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.
Unoccupied	Any building or portion of a building that is (1) not physically occupied by You or Your Employees during Your normal working hours, and/or (2) not used for the purposes of The Business, and/or (3) empty, vacant, disused, untenanted or unfurnished, and/or (4) awaiting refurbishment, redevelopment, renovation or demolition, for a period in excess of 45 consecutive days.
Virus or Similar Mechanism	Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.
We/Us/Our/Aviva	Aviva Insurance Ireland DAC.
You/Your/The Policyholder	The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.

Cover 1 Contract Works

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Contract	Any contract or agreement entered into by You to carry out work in the course of The Business where the estimated Maximum Contract Price does not exceed the amount stated in The Schedule.
Contract Site	(1) A site within the Territorial Limits at which You are carrying out work under a Contract, or (2) the site address stated in The Schedule if cover applies to a specific Contract.
Damage	Physical loss, destruction or damage.
Employees' Tools	Employees' tools and personal belongings while on or adjacent to any Contract Site and in transit between Your premises and the Contract Site other than (1) motor vehicles. (2) gold or silver articles. (3) watches or jewellery. (4) Money.
Estimated Original Contract Price	The estimated valuation of the Works to be carried out or the estimated contract price at the commencement date of the Contract or Works.
Existing Structures	Any property (including fixtures, fittings and contents) which, prior to the commencement of any Contract, forms part of any structure.
Free Issue Materials	Materials for incorporation into the Contract (1) issued free to You by or on behalf of Your Employer and (2) for which You are responsible under the conditions of the Contract the value of which will not be included in the final valuation of the Works carried out or the final contract price and which are not otherwise excluded from this Section.
Hired in Plant	Plant, scaffolding, tools, equipment, site huts and temporary buildings hired in by You for use in connection with any Contract while anywhere within the Territorial Limits including transit other than by sea or air.
Maintenance Period	The period indicated in the conditions of the Contract, but not exceeding 12 months, during which You are responsible for rectifying defects.
Maximum Contract Price	The maximum price of any Contract for which We will provide indemnity as stated in The Schedule.
Practical Completion	Works which are (1) completed, or (2) complete except for the prospective buyer's or tenant's choice of decorations or final fittings.
Property Insured	Works, Your Plant and Hired in Plant which You own or are responsible for as stated in The Schedule.
Territorial Limits	Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.
Works	(1) Temporary or permanent works completed or to be completed as part of any Contract and/or (2) materials for incorporation whilst on or adjacent to the Contract Site and in transit to or from the Contract Site other than by sea or air.
Your Plant	Plant, scaffolding, tools, equipment, site huts and temporary buildings owned by You, while anywhere within the Territorial Limits including transit other than by sea or air.

Cover

We will indemnify You in respect of Damage to the Property Insured during the Period of Insurance and within the Territorial Limits.

The maximum that We will pay in respect of any one occurrence which gives rise to a claim under this Section is

(1) Works

(Which includes any liability We may have in respect of the cover provided under the Clauses) 125% of the Estimated Original Contract Price including the value of Free Issue Materials in respect of any Contract or Works.

We will have no liability under this Section where the Estimated Original Contract Price plus the value of Free Issue Materials exceeds the Sum Insured stated in The Schedule at the time of Damage.

(2) Your Plant

The Sum Insured stated in The Schedule at the time of Damage.

(3) Hired in Plant

The Sum Insured stated in The Schedule at the time of Damage.

(4) Employees' Tools

The Sum Insured stated in The Schedule at the time of Damage. The maximum that We will pay in respect of any one Employee is the limit stated in The Schedule.

Clauses

The following clauses apply to this Section.

Additional Interests

We will, to the extent required by the conditions of the Contract, include the interest as joint insured of any

- (1) employer,
- or
- (2) contractor.

Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sums Insured.

Consecutive Damage

Damage to Property Insured at any one Contract Site during a period of 72 consecutive hours caused by

- (1) earthquake
- (2) storm, flood or other water damage
- (3) subsidence or collapse

will be considered for the purpose of applying any Excess as one occurrence of Damage.

Continuing Hire Charges

We will indemnify You in respect of Your legal liability to pay continuing hire charges as a result of Damage to any item of Hired in Plant insured under this Section.

Damage to Security Devices

If the attempted theft of any vehicle included within Your Plant or Hired in Plant results in Damage only to the vehicle immobiliser, locating, tracking or other security device, We will apply a reduced Excess of €75.

Debris Removal

We will indemnify You in respect of the costs and expenses that You incur, with Our consent, for

- (1) removing debris
 - (2) dismantling or demolishing
 - (3) shoring up or propping
 - (4) clearing or repairing drains or service mains
- following Damage to Property Insured.

The maximum that We will pay in respect of any one loss is as stated in the Schedule.

We will not indemnify You in respect of costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it.
 - (2) arising from pollution or contamination of property not insured under this Section.
 - (3) more specifically insured.
-

Clauses (cont.)

Dwellings

All Contracts or Works solely concerned with the erection of private dwellings not exceeding four storeys in height are insured under this Section irrespective of the Estimated Original Contract Price of such Contracts.

The maximum that We will pay in respect of any one loss is 125% of the Sum Insured in the description of the Contract or Works in The Schedule.

European Union and Public Authorities

Following Damage to Works, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (1) European Union Legislation.
- (2) Act of the Oireachtas.
- (3) Bye laws of any public authority.
- (4) Where applicable UK legislation.

We will not indemnify You in respect of

- (1) costs incurred
 - (a) in respect of Damage not insured by this Section.
 - (b) where notice was served on You before the Damage occurred.
 - (c) where an existing requirement must be completed within a stipulated period.
 - (d) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded) which have not suffered Damage.
- (2) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement, repair or replacement

- (a) must begin and be carried out as quickly as possible.
- (b) may be carried out on another site if necessary provided this does not increase Our liability.

If Our liability under this Section is reduced by the application of any terms of this policy, Our liability under this clause will be similarly reduced.

The maximum We will pay under this clause in respect of any one Contract is the Sum Insured as stated in The Schedule.

Expediting Expenses

We will indemnify You in respect of the reasonable costs and expenses that You incur for

- (1) overtime
- (2) night work
- (3) work on public holidays
- (4) special delivery

to reinstate or repair Property Insured following Damage.

The maximum that We will pay in respect of any one loss is 25% of the amount which reinstatement, repair or replacement would have cost if these expenses had not been incurred.

Fire and Rescue Services Damage

We will indemnify You in respect of costs and expenses incurred in reinstating or repairing landscape gardens and grounds following damage caused by the Fire and Rescue Services or other emergency services equipment or personnel in the course of responding to an actual or suspected emergency event. The maximum We will pay in respect of any one claim is as stated in The Schedule.

Free Issue Materials

The Works will include any Free Issue Materials provided You include their value in

- (1) the contract price of any Contract
 - (2) the declaration required by the Adjustment of Premium Condition of this Section.
-

Immobilised Plant

We will indemnify You in respect of necessarily incurred costs for the withdrawal or recovery of Your Plant or Hired in Plant accidentally immobilised on or adjacent to any Contract Site.

We will not pay for withdrawal or recovery required as a result of the breakdown of Your Plant or Hired in Plant.

Incidental Hiring of Plant

We will indemnify You in respect of Damage to any item of Your Plant while it is hired or loaned to a third party.

The maximum that We will pay in respect of any one loss is €25,000.

Indemnity to Sub-Contractors

We will, to the extent required by contract conditions, provide indemnity to nominated or domestic sub-contractors in respect of Damage to the Property Insured.

Clauses (cont.)

Locating and Tracking Devices

We will not apply an Excess in respect of theft of a vehicle which is

- (1) insured under Your Plant or Hired in Plant
and
 - (2) fitted with an activated operational locating/tracking device of a type approved by Us.
-

Loss of Keys

If the key to any immobiliser permanently fitted to a vehicle included as Your Plant or Hired in Plant is lost or stolen, We will indemnify You in respect of the cost of replacing the cylinder of the lock.

The maximum that We will pay in respect of any one loss is €500.

We will not indemnify You in respect of the first €75 of each claim.

Off-Site Storage

The Works includes materials, anywhere within the Territorial Limits, separately stored and identified for inclusion in any Contract.

The maximum that We will pay in respect of any one loss is either

- (1) the value of the materials as detailed in an interim certificate under any standard printed contract conditions
or
 - (2) where materials have not been included in an interim certificate under any standard printed contract conditions
 - (a) €50,000,
or
 - (b) €25,000 for non-ferrous metals provided they are stored in a securely locked container or building,
or
 - (c) 15% of the Estimated Original Contract Price
whichever is the lower.
-

Professional Fees

We will indemnify You in respect of professional fees necessarily incurred in reinstating, repairing or replacing the Works following Damage.

We will not indemnify You in respect of fees

- (1) more specifically insured.
- (2) incurred in preparing a claim.

The maximum that We will pay in respect of any one loss is as stated in the Schedule.

Redrawing Plans or Documents

We will indemnify You in respect of the cost of rewriting or redrawing plans, drawings or other Contract documents following Damage.

The maximum that We will pay in respect of any one loss is €25,000.

Show Properties

We will indemnify You in respect of Damage to show properties including their contents.

The maximum that We will pay in respect of the contents of any one show property is €50,000.

Speculative Building

We will indemnify You in respect of Damage to any private dwelling You have erected on a speculative basis.

This indemnity will cease on

- (1) the date You sell, lease or rent the property,
or
 - (2) 90 days from Practical Completion
whichever is the earlier.
-

Taken Into Use

We will indemnify You in respect of Damage to any part of the permanent Works taken into use as private dwellings or offices.

This indemnity will cease when

- (1) a certificate of completion has been issued,
or
 - (2) the permanent Works have been completed and handed over to the Employer.
-

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

- (1) Damage to any part of the permanent Works
 - (a) for which a certificate of completion has been issued, or
 - (b) which has been completed and handed over to Your employer, or
 - (c) taken into useunless the Damage occurs
 - (i) during the Maintenance Period but is caused before the beginning of the Maintenance Period, or
 - (ii) while You are carrying out Your obligations under the Maintenance Period, or
 - (iii) within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the Contract.
- (2) Damage as a result of
 - (a) gradual deterioration or wear and tear.
 - (b) rust or mildew.
- (3) repair to or replacement of any item of Your Plant or Hired in Plant caused by its own mechanical or electrical breakdown, failure, breakage or derangement other than in respect of Hired in Plant and for which You are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement.
- (4) Damage to
 - (a) Existing Structures.
 - (b) Money.
 - (c) any mechanically propelled vehicle, including any trailer attached, licensed for road use and for which a certificate of motor insurance is required, other than a vehicle used solely as a tool of trade.
 - (d) any aircraft or waterborne vessel.
 - (e) property for which You are relieved of responsibility by the conditions of the Contract.
- (5) Damage
 - (a) by disappearance or shortage discovered only when an inventory is taken.
 - (b) which is not traceable to an event.
- (6) Damage caused by pollution or contamination other than that of or to the Property Insured.
- (7) liquidated damages, fines or any other penalties under contract for delay or non-completion.
- (8) consequential loss or damage of any kind.
- (9) the cost of normal upkeep or making good.
- (10) Damage to and the costs necessary to replace repair or rectify Property Insured
 - (a) which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof.
 - (b) which is necessary to enable replacement repair or rectification of Property Insured excluded by (a) above.

This Exception will not apply to other Property Insured which is free of the defective condition but is damaged as a result.

For the purposes of the Policy and not merely this exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

- (10A) Damage to and the costs necessary to replace repair or rectify Property Insured
 - (a) which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof.
 - (b) which is necessary to enable replacement repair or rectification of Property Insured excluded by (a) above.

But should damage to the Property Insured (other than damage as defined in (b) above) result from such a defect this exclusion shall be limited to the costs of additional work resulting from and the additional costs of improvement to the original design plan specification materials or workmanship.

For the purposes of the Policy and not merely this exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

The excess is €150,000 in respect of each occurrence.

Please note: exception (10A) is not operative unless specifically endorsed on Your policy. Where exception (10A) is endorsed on Your policy, exception (10) will not operate.

- (11) the Excess/Excesses.
- (12) the theft of unfixed non-ferrous metals of any description unless at the time of theft
- (a) an authorised Employee or agent of The Policyholder is actually on site,
 - or
 - (b) such property is contained in a securely locked container or building.
- (13) 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.

- (14) (a) Loss of Data
- (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
- (i) Virus or Similar Mechanism
 - (ii) Denial of Service Attack
 - (iii) unauthorised access to or use of Computer and Electronic Equipment.

(15) Cyber Risk

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.

Exceptions (cont.)

- 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 Cover 1 - Contract Works and Delay in Start-Up and any endorsement thereto
- (16) loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- (17) 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.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Adjustment of Premium

If the premium is based on estimates You have supplied You must

- (1) keep accurate records (which We may require to examine) of all relevant information; and
- (2) submit a declaration within one month after the expiry of the Period of Insurance so that the premium can be calculated and (subject to any minimum premium requirements) any difference paid by or to You.

Cessation of Work

If, for whatever reason, construction work at the Contract Site is suspended or stopped, You must notify Us within 30 days of the suspension or stoppage.

We may at Our option

- (i) modify Your premium
- (ii) amend the terms and conditions of this Section
- (iii) require You to make alterations to the Contract Site and/or the Works
- (iv) exercise Our right to cancel Your policy under Policy Condition **(3) Cancellation**.

If, in the event of any claim for Damage, You have failed to advise Us that construction work at the Contract Site has been suspended or stopped, and the suspension or stoppage has been in excess of 30 days, We may at Our option, deny the claim.

Diminution of Damage

You shall carry out and permit any action which may be reasonably practicable to diminish Damage and, at Our request and expense, comply with and co-operate in any measures that may be reasonably required.

Delay in Start-Up Specification

Item	Revenue Sum Insured stated in The Schedule
<p>Definitions <i>The following definitions apply to this Specification in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Specification, unless an alternative definition is stated to apply.</i></p>	<p>Projected Revenue The Revenue which, but for the Delay, has been projected as being earned during the Indemnity Period following the Scheduled Date(s) of Commencement of Commercial Operations.</p> <hr/> <p>Indemnity Period The period including any Waiting Period during which The Business results are affected due to the Delay, beginning with the Scheduled Date(s) of Commencement of Commercial Operations and ending no later than the Maximum Indemnity Period.</p> <hr/> <p>Maximum Indemnity Period The number of months stated in The Schedule, unless amended in any Additional Contingency.</p> <hr/> <p>Revenue As stated in The Schedule.</p> <hr/> <p>Delay A delay to the Scheduled Date(s) of Commencement of Commercial Operations resulting from Damage.</p> <hr/> <p>Scheduled Date(s) of Commencement of Commercial Operations The provisional dates stated in the Schedule applicable to this Section or any revised date (not being earlier than such provisional date(s), unless agreed by Us) upon which The Business would have commenced deriving Revenue from completion of The Contract, had the Delay not occurred</p> <hr/> <p>Actual Date(s) of Commencement of Commercial Operations The actual date(s) on which You received Revenue from completion of The Contract</p> <hr/> <p>Loan Interest Charges Loan Interest Charges You incur during the Indemnity Period on loans, necessarily and reasonably continued due to the Delay which, but for the Delay would have been repaid at the start of the Indemnity Period.</p>
<p>Notes</p>	<p>1 All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.</p> <p>2 Any adjustment made for current cost accounting will be ignored.</p>
<p>Basis of Settlement</p>	<p>This insurance is limited to loss of Revenue due to</p> <ul style="list-style-type: none"> (a) reduction in Revenue and (b) Loan Interest Charges and (c) increase in cost of working. <p>We will pay</p> <ul style="list-style-type: none"> (i) in respect of reduction in Revenue: the amount by which due to the Delay, the Projected Revenue exceeds the Revenue during the Indemnity Period (ii) in respect of Loan Interest Charges: (iii) in respect of increase in cost of working: <p>any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Revenue and/or Loan Interest Charges during the Indemnity Period which but for such additional expense would have taken place due to the Delay. We will not pay more than the reduction in Revenue or Loan Interest Charges avoided by the expenditure</p> <p>less any</p> <ul style="list-style-type: none"> (i) savings during the Indemnity Period in business charges or expenses, payable out of Revenue, which reduce or cease (ii) liquidated damages received due to the Delay.

Clauses

The following clauses apply to this Specification.

Alternative Premises

The Revenue during the Indemnity Period will include Revenue derived elsewhere than from The Premises if The Business is conducted elsewhere than at The Premises.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

Exceptions

The following exceptions apply to this Specification

We will not cover You for any Delay arising, directly or indirectly, as a consequence of:

- (a) failure by You to commit funds to the repair or replacement of items physically lost or damaged.
 - (b) alterations, additions or improvements carried out after the occurrence of physical loss or damage to the extent not indemnifiable under the Contract Works Section
 - (c) fines or damages for breach of contract for late or non-completion of orders or for any penalties of whatever nature, unless otherwise agreed between You and Us.
 - (d) suspension lapse or cancellation of a lease licence, order, import and/or regulation or restriction.
 - (e) any restriction imposed by a public authority.
-

Cover 2 Employers' Liability

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Bodily Injury	Bodily injury including death, illness, disease or nervous shock.
Compensation	Damages, including interest.
Costs and Expenses	<ol style="list-style-type: none"> (1) Fees for The Insured's legal representation at <ol style="list-style-type: none"> (a) any Coroner's Inquest or Fatal Accident Inquiry (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty (2) Costs and expenses incurred with Our written consent (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.
Terrorism	<p>Any act or acts including but not limited to</p> <ol style="list-style-type: none"> (1) the use or threat of force and/or violence and/or (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means <p>caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.</p>
The Defined Territories	Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.
The Insured	<ol style="list-style-type: none"> (1) You. (2) Your personal representatives in the event of Your death in respect of legal liability You incur. (3) At Your request <ol style="list-style-type: none"> (a) any director, partner or Employee of Yours (b) the officers, committees and members of Your <ol style="list-style-type: none"> (i) canteen, social, sports, educational and welfare organisations (ii) first aid, fire, security and ambulance services <p>in their respective capacities as such</p> <ol style="list-style-type: none"> (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions (d) those who hire plant to You to the extent required by the hiring conditions <p>or the personal representative of any of these persons</p> <p>in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.</p> <p>Each indemnified party will be subject to the terms of this Section so far as they apply.</p> <p>The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.</p>
The Limit of Indemnity	The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims against The Insured arising out of one cause.

Definitions (cont.)

The Territorial Limits Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

Clauses

The following clauses apply to this Section.

Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
 - (2) upkeep of vehicles and plant which are owned and used by You.
 - (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
 - (4) Your first aid, fire, security and ambulance services.
 - (5) Your participation in exhibitions.
 - (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.
-

Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Legal Expenses arising from Health and Safety Legislation

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You which arise from any health and safety inquiry or criminal proceedings for any breach of the Safety Health and Welfare at Work Act 2005.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.
 - (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any person other than an Employee.
 - (3) In respect of any
 - (a) Fines.
 - (b) Remedial or publicity orders or any equivalent orders or any steps required to be taken by such orders
 - (4) where indemnity is provided by another insurance policy.
-

Clauses (cont.)

Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in The Defined Territories.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- | | |
|--------------------------------------|--------------------|
| (1) You, each director or partner is | €650 each per day. |
| (2) each Employee is | €325 each per day. |

Unsatisfied Court Judgments

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.
- (2) the judgment was obtained in a court within The Defined Territories.
- (3) there is no appeal outstanding to the judgment.
- (4) the Employee, or his or her personal representative, assigns the judgment debt to Us.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
 - (a) accommodation, exploration, drilling or production rig or platform.
 - (b) support vessel.
- (2) Bodily Injury sustained by any Employee when such person is
 - (a) carried in or upon a vehicle
 - (b) entering or getting on to, or alighting from, a vehicle where any road traffic legislation requires insurance or security.
- (3)
 - (a) liquidated damages.
 - (b) penalty clauses.
 - (c) fines.
 - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision - Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (4)(a) and (4)(b) above shall apply to this Section but the Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to €6,500,000 including Costs and Expenses.

Exceptions (cont.)

- (5) work on or in
 - (a) power stations or nuclear installations/establishments.
 - (b) oil, gas or chemical
 - (i) refineries
 - (ii) bulk storage premises
 - (iii) production premises.
 - (c) aircraft, aerospace systems or hovercraft.
 - (d) watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways.
 - (e) railways, tramways, airports, aerodromes or any airbase.
- (6) Bodily Injury resulting directly or indirectly 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

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

- (2) Where it is stated in The Schedule that declarations apply
 - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require and
 - (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying

Additional Endorsements

This Section extends to include the following Additional Endorsement(s).

Erection of Buildings

We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding 10 metres in height including

- (1) partial or total demolition
 - (2) road and footpath construction
 - (3) laying pipes and drains
 - (4) piling work
- forming part of the contract.

We will not provide indemnity in respect of the use of explosives.

Erection, Alteration, Maintenance or Repair of Buildings

We will indemnify The Insured in respect of contracts, undertaken by The Insured, for the

- (1) erection, alteration, maintenance or repair of buildings not exceeding 10 metres in height and including any
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes and drains
 - (d) piling workforming part of the contract.
- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of the use of explosives.

Additional Endorsements (cont.)**General Builders**

We will indemnify The Insured in respect of

- (1)
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes, drains and sewers
 - (d) piling workonly if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures.
- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (1) water diversion or the use of explosives.
- (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

Civil Engineering Contractors including Road and Sewer Contractors

We will indemnify The Insured in respect of

- (1) partial or total demolition
 - (a) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, maintenance or repair.
 - (b) of other structures not exceeding four metres in height.
- (2) piling work contracts undertaken by The Insured for sheet piles in respect of the temporary support of trenches.

We will not provide indemnity in respect of

- (1) piling work contracts other than the use of sheet piles for the temporary support of trenches.
- (2) water diversion or the use of explosives.
- (3) the construction of or work on
 - (a) towers, steeples, chimney shafts or blast furnaces
 - (b) viaducts, bridges and flyovers other than for surfacing or resurfacing of roads thereon.
 - (c) docks, quaysides, jetties, harbours, tunnels, dams or reservoirs.
- (4) digging below the Depth Limit shown in The Schedule.

Height Limit

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit shown in The Schedule

Cover 3 Public and Products Liability

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Asbestos	Asbestos, asbestos fibres or any derivatives of asbestos.
Bodily Injury	Bodily injury including death, illness, disease or nervous shock.
Compensation	Damages, including interest.
Costs and Expenses	(1) Fees for The Insured's legal representation at (a) any Coroner's Inquest or Fatal Accident Inquiry (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty (2) Costs and expenses incurred with Our written consent (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.
Damage	Physical (1) loss. (2) destruction. (3) damage.
Financial Loss	A pecuniary loss suffered by any (1) customer of (2) user of any Products Supplied by The Insured and not caused by Personal Injury or Damage to Property.
Personal Injury	(1) Bodily Injury. (2) Wrongful (a) arrest, detention or imprisonment. (b) eviction. (c) accusation of shoplifting.
Pollution or Contamination	(1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.
Products Supplied	Anything which is (1) manufactured, sold, supplied, processed, altered or treated (2) repaired, serviced or tested (3) installed, constructed, erected or transported by You or on Your behalf and which is no longer in the custody or control of The Insured.
Property	Material property.
Terrorism	Any act or acts including but not limited to (1) the use or threat of force and/or violence and/or (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

Definitions (cont.)

The Defined Territories	Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.
The Employer	The party named as the employer in the contract or agreement.
The Insured	<p>(1) You.</p> <p>(2) Your personal representatives in the event of Your death in respect of legal liability You incur.</p> <p>(3) At Your request</p> <p>(a) any director, partner, or Employee of Yours</p> <p>(b) the officers, committees and members of Your</p> <p>(i) canteen, social, sports, educational and welfare organisations</p> <p>(ii) first aid, fire, security and ambulance services</p> <p>in their respective capacities as such</p> <p>(c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions</p> <p>(d) those who hire plant to You to the extent required by the hiring conditions</p> <p>or the personal representatives of any of these persons</p> <p>in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.</p> <p>Each indemnified party will be subject to the terms of this Section so far as they apply.</p> <p>The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.</p>
The Limit of Indemnity	<p>The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.</p> <p>In respect of Pollution or Contamination The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.</p>
The Period of Temporary Cover	Up to 28 days from the date on which The Insured enters into the contract or starts the work, whichever is the earlier.
The Territorial Limits	Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.
The Works	<p>All works completed or to be completed by You or on Your behalf including</p> <p>(1) all materials incorporated or to be incorporated</p> <p>(2) plant, tools, equipment and temporary buildings used or to be used</p> <p>for the period during which You are responsible under contract conditions.</p>

Cover

We will indemnify The Insured against
(1) legal liability to pay Compensation
and

(2) Costs and Expenses

in respect of accidental

(a) Personal Injury

(b) Damage to Property

(c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

(1) the United States of America or any territory within its jurisdiction

(2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

Clauses

The following clauses apply to this Section.

Additional Activities

The Business includes

(1) ownership, use and upkeep of Your premises.

(2) upkeep of vehicles and plant which are owned and used by You.

(3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.

(4) Your first aid, fire, security and ambulance services.

(5) Your participation in exhibitions.

(6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

Buildings Temporarily Occupied

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide indemnity in respect of Damage to

(1) premises and their contents which You own or are loaned, leased, hired or rented to

(a) The Insured.

(b) any other party who is carrying out work on Your behalf.

(2) The Works.

Contractual Liability

We will indemnify The Insured in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Employees' and Visitors' Personal Belongings

We will indemnify the Insured in respect of legal liability for accidental Damage to employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

(1) loaned, leased, hired or rented to The Insured.

(2) stored for a fee or other consideration by The Insured.

(3) in the custody or control of The Insured for the purposes of being worked upon.

Clauses (cont.)

Financial Loss

We will indemnify The Insured in respect of legal liability for Financial Loss as a direct result of Products Supplied.

The maximum We will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is €32,000.

This indemnity only applies to claims made against The Insured during the currency of this Clause or within 30 days of its expiry.

We will not provide indemnity

- (1) in respect of Financial Loss as a result of
 - (a) circumstances which, at inception of this Public and Products Liability Section, The Insured knew or ought to have known about and which were likely to give rise to a claim.
 - (b) non or late delivery of Products Supplied.
 - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood.
 - (d) passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right.
 - (e) liability under Data Protection legislation.
 - (f) any diminution in value of any Property or Products Supplied.
 - (g) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement.
 - (h) any consequence whatsoever directly or indirectly caused by or contributed to or arising from
 - (i) the presence of
 - (ii) the release of

Asbestos including any product containing Asbestos.

- (2) for the first €1,300 of Compensation, Costs and Expenses in respect of each and every loss.

Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first €325 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion.
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement.
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Safety Health and Welfare at work Act 2005.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any Employee.
- (3) where indemnity is provided by another insurance policy.

Clauses (cont.)

Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1)
 - (a) not owned by,
 - (b) not loaned, leased, hired or rented to You nor provided by You

and

- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.
- (2) while the vehicle is being driven by
 - (a) You.
 - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (3) where indemnity is provided by another insurance policy.

Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
 - (a) any agreement unless liability would have existed otherwise.
 - (b) ownership or occupation of land or buildings.
 - (c) the carrying on of any trade or profession.
 - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
- (2) where indemnity is provided by another insurance policy

Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is €650 each per day.
- (2) each Employee is €325 each per day.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by or on behalf of The Insured of any
 - (a) aircraft, aerial device or hovercraft.
 - (b) watercraft exceeding eight metres in length.
 - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
 - (i) where described in the Motor Contingent Liability Clause.
 - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.

Exceptions (cont.)

- (3) Damage to Property
 - (a) which You own or is loaned, leased, hired or rented to The Insured
 - (b) which is held in trust or in the custody or control of
 - (i) The Insured
 - (ii) any other party who is carrying out work on Your behalfother than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause.
 - (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
 - (a) Products Supplied (other than Products Supplied under a separate contract).
 - (b) The Works.
 - (5) recalling or making refunds in respect of
 - (a) Products Supplied.
 - (b) The Works.
 - (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
 - (7)
 - (a) the carrying out of any work
 - (b) any Products Suppliedwhich affects or could affect
 - (ii) the navigation, propulsion or safety of any aircraft or other aerial device.
 - (iii) the safety or operation of nuclear installations.
 - (8) 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 Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
 - (9)
 - (a) work in or on and travel to, from or within
 - (b) Products Supplied toany offshore
 - (i) accommodation, exploration, drilling or production rig or platform.
 - (ii) support vessel.
 - (10)
 - (a) liquidated damages.
 - (b) penalty clauses.
 - (c) fines.
 - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
 - (11) work on or in
 - (a) power stations or nuclear installations/establishments.
 - (b) oil, gas or chemical
 - (i) refineries
 - (ii) bulk storage premises
 - (iii) production premises.
 - (c) aircraft, aerospace systems or hovercraft.
 - (d) watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways.
 - (e) railways, tramways, airports, aerodromes or any airbase.
-

Exceptions (cont.)

- (12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision - Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (12)(a) and (12)(b) above shall apply to this Section but The Limit of Indemnity inclusive of costs for the purpose of this Special Provision - Terrorism is limited to €6,500,000 in respect of any one event or all events consequent on or attributable to one original cause or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.

- (13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property. You will reimburse any such amount paid by Us.
- (14)
- (a) exposure to
 - (b) inhalation of
 - (c) fears of the consequences of exposure to or inhalation of
 - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of
- Asbestos including any product containing Asbestos.
- (15) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
- (a) Virus or Similar Attack.
 - (b) Denial of Service Attack.
 - (c) unauthorised access to or use of Computer and Electronic Equipment.
- However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.
- (16) Bodily Injury or Damage caused by toxic mould.
- (17) 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
 - (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any Computer System
-

Exceptions (cont.)

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.

Conditions

The following condition applies to this Section in addition to the Policy Conditions at the back of this policy

Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

Additional Endorsements

This Section extends to include the following Additional Endorsements, only if stated as applying in The Schedule. The Schedule may also contain Additional Endorsements

Use of Heat

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that the following precautions are taken each time any

- (1) electric, oxy-acetylene or similar welding or cutting equipment
- (2) cutting or grinding equipment using abrasive disks or wheels
- (3) blow lamp, blow torch, hot air gun or hot air stripper
- (4) asphalt, bitumen, tar or pitch heater

is used away from premises which You own, hire or rent.

(1) Before Starting Work

(a) Where You and any other person(s) for whom You are responsible are working at a site, a responsible person must be appointed for fire safety to ensure the following precautions are taken.

(b) Fire safety checks to identify material that might be liable to catch fire must be carried out before work commences including the areas

- (i) under floors or decks or above ceilings (including false or suspended ceilings)
- (ii) behind walls, screens, bulkheads or partitions

and such checks must be repeated regularly while work is in progress and immediate steps taken to extinguish smouldering or flames detected.

(c) At the point of application of heat, including, if there is a risk of ignition directly or by conduction, combustible materials including

- (i) under floors or decks or above ceilings (including false or suspended ceilings)
- (ii) behind walls, screens, bulkheads or partitions

must be removed. If impracticable, combustible materials within

- the immediate vicinity when using any blow lamp, blow torch, hot air gun or hot air stripper and/or
- 10 metres when using any electric, oxy-acetylene or similar welding or cutting equipment, cutting or grinding equipment using abrasive disks or wheels or any asphalt, bitumen, tar or pitch heater

must be covered and protected by overlapping sheets or screens of non-combustible material.

(d) All gaps or holes through which sparks or flames could pass must be covered by non-combustible material.

(2) While Work is in Progress

(a) A sufficient number of portable fire extinguishers in full working order and suitable for dealing with the type of fire risk expected must be kept available at the point of application of heat and used immediately smoke, smouldering or flames are detected.

(b) Heat equipment

- (i) must not be
 - lit until immediately before use.
 - left unattended while lit, switched on or hot.
 - (ii) must be extinguished immediately after use.
-

Additional Endorsements (cont.)

- (c) Cylinders
 - (i) must not be changed while the equipment is hot.
 - (ii) not in use must be kept at least 15 metres from the burner.
- (d) Paraffin or petrol powered equipment
 - (i) must be filled/refilled in the open.
 - (ii) must not be filled/refilled while hot.
- (e) Asphalt, bitumen, tar or pitch
 - (i) must only be heated in the open
and
 - (ii) in a container designed for that purpose, placed on a non-combustible surface
at ground level.

(3) After Finishing Work

- (a) Hot waste materials and welding rods must be removed and safely disposed of.
- (b) A final fire safety check must be carried out between 30 and 60 minutes after work has finished and immediate steps taken to extinguish smouldering or flames detected.

Excess - Third Party Property Damage

We will not provide indemnity for the amount of Compensation, Costs and Expenses shown in The Schedule as applying to this endorsement in respect of Damage to Property arising from work carried out away from premises which The Insured owns, hires or rents unless the Damage is subject to a specific excess stated elsewhere.

Bona-Fide Sub-Contractors Insurances

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that in connection with any work undertaken by any bona-fide sub-contractors, You obtain evidence they have current policies providing indemnity for Public and Products Liabilities that

- (1) have a Limit of Indemnity of at least €6,500,000
 - (2) cover the work to be undertaken
 - (3) are effective for the duration of the contract
 - (4) provide an indemnity to You as principal
- and that You keep a written record of their insurer and policy number.

Products Supplied Restriction

We will not provide indemnity in respect of Products Supplied other than

- (1) the sale or supply of food and drink intended to be consumed on Your premises.
- (2) the supply of office requisites.
- (3) the disposal of furniture and office equipment previously used in the course of The Business.

North American Products Supplied Exclusion

We will not provide indemnity in respect of Products Supplied which The Insured knew, know or could be expected to know would be used within the United States of America or Canada.

Erection of Buildings

We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding 10 metres in height and including

- (1) partial or total demolition
 - (2) road and footpath construction
 - (3) laying pipes and drains
 - (4) piling work
- forming part of the contract.

We will not provide indemnity in respect of the use of explosives.

Additional Endorsements (cont.)

Erection, Alteration, Maintenance or Repair of Buildings

We will indemnify The Insured in respect of contracts, undertaken by The Insured, for the

- (1) erection, alteration, maintenance or repair of buildings not exceeding 10 metres in height including
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes and drains
 - (d) piling workforming part of the contract.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of the use of explosives.

General Builders

We will indemnify The Insured in respect of

- (1)
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes, drains and sewers
 - (d) piling workonly if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (1) water diversion or the use of explosives.
- (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

Civil Engineering Contractors including Road and Sewer Contractors

We will indemnify The Insured in respect of

- (1) partial or total demolition
 - (a) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, maintenance or repair.
 - (b) of other structures not exceeding four metres in height.
- (2) piling work contracts undertaken by The Insured for sheet piles in respect of the temporary support of trenches.

We will not provide indemnity in respect of

- (1) piling work contracts other than the use of sheet piles for the temporary support of trenches.
- (2) water diversion or the use of explosives.
- (3) the construction of or work on
 - (a) towers, steeples, chimney shafts or blast furnaces
 - (b) viaducts, bridges and flyovers other than for surfacing or resurfacing of roads thereon.
 - (c) docks, quaysides, jetties, harbours, tunnels, dams or reservoirs.
- (4) digging below the Depth Limit shown in The Schedule.

Height Limit

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit shown in The Schedule.

Policy Conditions

Policy Conditions

All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy.

(1) Duty of Disclosure and Alteration of Risk

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

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

The Policyholder 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 Policyholders 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 Policyholder.

If the Policyholder is not sure whether to tell the Us about a change in respect of the Policyholder circumstances, the Policyholder should contact their broker immediately.

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

- 1 to any accident, loss or claims made against the Policyholder 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;
and/or
- 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 Policyholder must also tell Us about **any other facts**, which are likely to affect whether We would agree to provide cover, or how We assess the risks proposed for insurance.

If the Policyholder is not sure whether they should tell Us about something, the Policyholder should tell Us anyway. This is for the Policyholders protection because, if the Policyholder does not give Us all the information We need, the policy may not provide the Policyholder with the cover the Policyholder needs, a claim may not be paid, the policy may be declared invalid and void or may be cancelled, and the Policyholder 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

(2) Arbitration

Any dispute between You and Us regarding Our 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 You and Us 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.

(3) Cancellation

- (i) We may cancel this policy by sending 10 days' notice by registered post to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium (refer also mid-term cancellation below) corresponding to the unexpired Period of Insurance.
- (ii) The Policyholder may cancel this policy **after** the "Cooling Off Period" by giving Us written notice and provided that there have been no:
 - (a) claim(s) made under the policy for which the We 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 Us during the current Period of Insurance, We will refund to the Policyholder 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 5

(4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (i) tell Us immediately of any event or occurrence which may result in a claim.
- (ii) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (iii) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
 - (i) 30 days,
 - or
 - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons of You becoming aware of the event or occurrence, or such further time that We may allow.
- (iv) provide Us with all information and help We require in respect of the claim.
- (v) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (vi) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (vii) allow Us to take over and conduct in Your name the defence or settlement of any claim.

You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

(5) Contribution

Applicable to Employers' Liability Section and Public and Products Liability Section

- (a) If the insurance provided by these Sections is also covered by another policy (or would be but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this Policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

(6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity,
or
- (b) the Sum Insured
or
- (c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

If We agree to pay the Policyholder in respect of loss or destruction of or damage to the property insured, We reserve the right to make staged payments and a portion of the agreed sum will be retained by Us until all works are completed within the agreed scope and final invoice submitted.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

(7) Fraud and Misrepresentation

The Policyholder may lose all benefit under this policy if any claim is fraudulent in any way or if the Policyholder 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 Policyholder may lose some or all benefit under this policy if they have not answered all questions, which We have asked, honestly and with reasonable care (including any answers or information the Policyholder has provided to Us that may have affected Our decision to provide cover or in calculating the policy premium) or if the Policyholder 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 We may cancel the policy and retain the premium paid.

(8) Identification

The policy and The Schedule will be read as one contract.

(9) Reasonable Precautions

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
- (i) loss, destruction or damage to the Property Insured.
- (ii) accident or Personal Injury to any person or loss, destruction or damage to their property.
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- (d) keep books with a complete record of purchases and sales.
-

(10) Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide

- (a) plans
 - (b) documents
 - (c) books
 - (d) information
- which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

(11) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy,
or
 - (b) obtain relief or indemnity
- from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

(12) Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- (a)
 - (i) providing Us with any additional information
 - (ii) completing any actions agreed between You and Us
 - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, allowing Us access to The Premises and/or The Business to carry out survey(s) and Your compliance with any risk improvements identified.

If this is the case, then The Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates)

We may, at Our option:

- (i) modify Your premium,
- (ii) amend the terms and conditions of this policy,
- (iii) require You to make alterations to The Premises and/or to comply with any risk improvements identified,
- (iv) exercise Our right to cancel Your policy under Policy Condition (3) Cancellation,
- (v) leave the policy terms, conditions, and premium unaltered.

If We proceed with any of (i) (ii) and (iii) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

Policy Exceptions

Exceptions

The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the Exceptions contained in each Section.

We will not indemnify You in respect of

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 Bodily Injury of any person under a contract of service or apprenticeship with the Insured if such Bodily Injury 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.
2. 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
3. any claim 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 anything referred to in (a) above

whether Your property 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

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.

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

Exception 3 (a) and 3 (b) do not apply to Section 2 Employers' Liability when insured by this policy



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

Aviva Insurance Ireland DAC

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