

Shop Policy

Important Information

Please read and keep safe

Shop policy

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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.

Important

If there is an accident, you must let us know immediately. We are very proud of our claims service. We know that this is when you need us most and we provide a speedy and efficient service to make the process as easy as possible for you.

Accident Line

You can contact us 24 hours a day, 365 days a year on **1890 666 888**.



Introduction

Your policy and schedule

Here is your new Shop policy. We have divided it into two parts.

The policy booklet The policy schedule

The booklet contains details of all the insurance we include in our Shop policy.

The schedule, which we have enclosed separately, contains details personal to your insurance protection under the policy including the sections of the policy which apply and the levels of cover we provide.

Please read the policy to make sure that it gives you the protection you need. Almost certainly your needs will change. If they do, please let us know. We have designed your policy so we can amend it or extend it easily.

The Third EU Non-life Directive says we must give you the following information.

The law which applies to the contract

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

Complaints procedure

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

If you arranged your policy cover through an intermediary or broker then you should initially direct your complaint to them. If the complaint is not resolved to your satisfaction you can contact Aviva Insurance Ireland DAC at 1850 666 555.

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

- **Insurance Ireland**
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.

Shop policy

We, Aviva Insurance Ireland DAC, agree to provide insurance under the terms and conditions of this policy during any period of insurance.

You should read this policy, the schedule and any endorsement, as one contract. Unless we say different, any word we have defined will have that meaning wherever it appears.

'Period of insurance' means the period from the start date shown in the schedule to the date immediately before the renewal date. It also includes any further period for which you have paid or agreed to pay, and we have agreed to accept your premium.

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.

Renewing the policy each year

Each sum insured of our liability under sections 1, 2 (risks 3, 4 and 6 only) and 5 (if these sections and risks are shown as being in force on your schedule) will increase at each renewal date by a specific percentage. We will increase your renewal premium appropriately as a result.

Insurance Act 1936

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

Stamp Duties Consolidation Act 1999

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

Definitions

The following definitions apply to this policy and will keep the same meaning wherever they appear in the policy, unless we have said another definition applies.

1 Buildings

Unless we say otherwise, the buildings must be built of brick, stone or concrete and roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs made entirely of mineral ingredients which will not catch fire (except small outbuildings). You must use the buildings only in connection with your business or home.

2 Defined risks

- Fire
- Lightning
- Explosion
- Aircraft or other flying objects, or items dropped from them hitting your property.
- Riot, civil commotion, strikes, locked-out workers or people taking part in labour disturbances.
- Earthquake.
- Fire underground.
- Storm or flood.
- Water leaking from any tank, apparatus or pipe.
- Any road vehicle or animal hitting your property.
- Water leaking accidentally from any automatic sprinkler installation in the premises.
- Hold-up – in other words, theft which involves assault or violence or the threat of either to you or your employees.
- Any television or radio aerials, aerial fittings and masts or satellite dishes (no bigger than one metre) breaking.
- Fuel leaking from any fixed oil heating installation.
- Stealing involving force or violence into or out of the premises but not stealing from an open yard, garden, open space or any stable, garage outbuilding or other building not directly linked to the main premises unless we have specifically covered them.

3 Underinsurance

We will deal with the sum insured by each item of any section separately (other than those which apply just to fees or removing debris). If the sum insured when the damage happens is less than the value of the property covered, we will reduce the amount we pay for the damage.

4 Damage

The word damage includes loss or destruction of or damage to the property.

Section 1 – Contents

Cover

We will cover any **accidental** loss or damage to the property we describe in the schedule at the premises but not the following.

- a** We will not cover damage caused by or including:
- built-in faults, gradual deterioration, wear and tear, frost, change in water table, or faulty design or materials;
 - faulty workmanship, operational mistakes or neglect on the part of you or any of your employees;
 - a boiler bursting (not a boiler used for domestic purposes only), an economiser or other machine or apparatus (in which the pressure inside is due to steam only and which you own or control) bursting; or
 - pressure waves caused by aircraft or other flying objects travelling at or above the speed of sound.

However, we will cover any further damage, which itself results from a cause we have not otherwise excluded.

- b** We will not cover damage caused by or including:
- rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching, vermin or insects;
 - a change in temperature, colour, flavour, texture or finish;
 - theft or attempted theft unless it involves force and violence to get into or out of the premises;
 - theft or attempted theft from any garden, yard or open space or any stable, garage, outbuilding or other building which is not directly linked with the main premises unless specifically mentioned;
 - joints leaking or welds failing, cracking, fracturing or collapsing or boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping overheating;
 - Mechanical or electrical breakdown of the particular machine apparatus or equipment in which the breakdown happens.

However, we will cover:

- any damage we do not otherwise exclude which results from any of the defined risks within or from any other accidental loss destruction or damage; and
 - any further damage which results from a cause we have not otherwise excluded.
- c** We will not cover damage caused by or including:
- subsidence, ground heave or landslide unless this results from fire, explosion, earthquake or leaking water from any tank, apparatus or pipe;
 - new structures settling or bedding down;
 - acts of fraud or dishonesty; or

- disappearance, unexplained or inventory shortage, misfiling or misplacing information.

- d** We will not cover destruction of or damage to a building or structure caused by it collapsing or cracking unless this is caused by any of the defined risks and we have not excluded it.

- e** We will not cover damage for movable property in the open, or fences and gates, caused by wind, rain, hail, sleet, snow, flood or dust.

- f** We will not cover damage caused by:
- fire, which results from any heating process or any process involving using heat; or
 - any process of production, packing treatment, testing, commissioning, servicing or repair (other than by fire or explosion).

- g** For any building which is empty or not in use, we will not cover damage caused by:

- freezing;
- water leaking from any tank, apparatus or pipe; or
- malicious people not acting on behalf of or in connection with any political organisation (other than by fire or explosion).

- h** We will not cover damage to:

- jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art, or rare books (except as specified under limits of cover on page 6);
- property being transported;
- fixed glass;
- glass (other than fixed glass) china, earthenware, marble or other fragile or brittle objects;
- computers or data-processing equipment;
- money cheques, stamps, bonds, credit cards or securities of any description;

unless the damage is caused by any of the defined risks if we have not already excluded them.

- i** We will not cover:

- vehicles licensed for road use (including their accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
- property or structures being built and materials or supplies in connection with this property;
- land, roads, pavements, piers, jetties, bridges, culverts or excavations; or
- livestock, growing crops or trees;

unless we have specially mentioned them as insured by this section.

- j** We will not cover property which at the time the damage happens is insured by any marine policy except for the excess which you would have had to pay (under the marine policy) if you had not taken this insurance out.

- k** We will not cover any property you have more specifically insured.
- l** We will not cover consequential loss or damage of any kind except loss of rent if we provide cover under this section.
- m** We will not pay the first €300 for each loss after applying any condition of average (underinsurance).

Explosion

For any vessel, machinery, apparatus or their contents, which you own or control that needs to be examined to comply with Statutory Regulations, we will only provide cover against destruction or damage thereto caused by an explosion if you have a policy or other contract to provide the required service.

How we settle claims

If we are liable for any destruction of or damage to the property insured by this section, we will calculate the amount we will pay as follows.

- a** If the property is lost or destroyed – replacement in a condition that is equal to, but not better or more extensive than, its condition when new.
- b** If the property is damaged – repairing the damage and restoring the damaged area of the property to a condition that is the same as, but not better or more extensive than, its condition when new.

If, for any reason, we cannot pay in line with the basis of settlement **a** or **b**, the settlement will be the value of the property at the time of the loss or damage, or the amount of the damage reduced in proportion to the amount we would pay if, at the time of the destruction or damage, the sum insured is less than the value of the property.

We may choose to repair or replace the property or any part of it.

Conditions

- 1** Any repair or restoration work (which may be carried out on another site and in any way that is suitable to your needs) must start and be carried out within a reasonable time.
- 2** When part of the property is damaged or destroyed, our liability will not be more than the sum representing the cost which could have been paid if the property had been totally destroyed.
- 3** We will not make any payments until you have received an invoice for the repair or restoration costs.
- 4** If at the time of the repair or restoration, 85% of the cost which would have been charged if all of the property had been lost or destroyed is more than the total sum insured at the time of the damage, you will have to pay the difference between the total sum insured and the cost of repairing or restoring the whole of the property.

Extension

This section will also include the following.

- a** If you or a partner or director of your business, die within three months of and resulting from an injury caused in the buildings at the premises described in the schedule from any of the defined risks 1, 2, 3 or 6, we will pay compensation of €6,500. If more than one death occurs, we will split the €6,500 between the beneficiaries of each person who has died.
- b** Cover for accidental damage to underground service pipes and cables at the premises for which you are liable as tenant but not as owner.
- c** Cover for damage to the premises caused by someone using force and violence to get into or out of the premises to steal or attempt to steal contents.
- d** Cover for property described under item 6 and 7 of the schedule (not employees' belongings) while temporarily removed from the premises but still in the Republic of Ireland, Northern Ireland, and Great Britain against all the events we cover but not:
 - theft or hold-ups; or
 - storm or flood while the property is being transported.

Seasonal increase

We will increase the sum insured, for each stock item on the schedule, by 25% for the months of November and December and for seven days before and after bank holiday periods.

Limits of cover

Under this section, we will not pay more than the following amounts for the following events.

- 1** Documents, manuscripts, business books and computer-system records – we will pay the value of the materials as stationery together with the cost of clerical labour and computer time spent on writing up the documents, manuscripts and business books or reproducing these computer system records (but not any expense connected to producing information to be recorded). However, we will not pay the value to you of the information they contain.
- 2** Employee's personal belongings – €650
- 3** Property described in extension **d** – 10% of the sum insured by each of items 6 and 7.
- 4** Any one item of contents – the sum insured shown in the schedule.

Exceptions

This section does not cover the following.

- 1 Money, securities, coins, medals, stamps, stamp collections, jewellery, watches, furs, precious metals, precious stones or items made of any of them, sculptures, rare books, plans, patterns, moulds, models, designs or explosives unless we have specially mentioned them under this section.
- 2 Stealing or attempted stealing if any member of your household, business staff or employee took part in some way.
- 3 Property you have more specifically insured.
- 4 Loss of or damage to the electrical installation or appliances caused by them catching fire.
- 5 Damage to stained or plate glass or any decoration or lettering.
- 6 Lottery tickets (but see section 2 – additional contingencies – loss of money).
- 7 Loss of or damage to any electrical sign or installation.

Special conditions

1 Protection

- We will not be liable under this section for damage by theft or as a result of theft which happens while the premises are left without a responsible adult unless all locks and protection on the premises (including any extra protections we have asked for in the policy schedule) are in full use.

Please read the general conditions (minimum security) on page 35 for additional information.

- You must have an intruder alarm installation installed and inspected and maintained by the alarm company named in the policy schedule. (This only applies if we have asked you to install an intruder alarm in the policy schedule).

Please read the general conditions (minimum – alarm security) on page 35 for additional information.

2 Garda response to alarm calls

For the cover under theft or hold-up to apply, you must let us know immediately if the Garda Síochána have said that they will not be responding to alarm calls.

3 Storage warranty

We will not cover any loss or damage arising from storm or flood (defined contingency) to contents stored in any basement at the premises unless you store them on racking shelving or pallets at least 6 inches (150mm) above floor level.

Section 2 – Additional Contingencies

1 Glass

Cover

- 1** We will cover breakage (including the cost of boarding up) of:
 - all glass outside the premises; and
 - all glass inside the premises.

- 2** We will cover:
 - a** damage to the contents of display windows;
 - b** the cost of removing and replacing items to allow fitters to replace the glass; and
 - c** damage to window and door frames.However:
 - we will only cover the damage or costs if glass is broken as a result of a valid claim under cover **1** above; and
 - we will not pay more than €600 under **2a, b** and **c**.

- 3** We will cover breakage of wash-hand basins, sinks, lavatory bowls and cisterns.

Exceptions

We will not cover broken glass:

- in light fittings, signs, vehicles, vending machines or stock-in-trade;
- in empty or disused premises;
- caused by workmen carrying out alterations or repairs on the premises; or
- while being transported or fitted.

We will not pay any claim under this risk that is less than €60.

2 Loss of money

Cover

We will provide cover if you lose money by any cause while it is:

- a** being transported;
- b** in a bank night safe or on bank premises until held at the bank's risk;
- c** in the premises; or
- d** in your or an employee's home;

anywhere in Ireland, the United Kingdom, the Channel Islands or the Isle of Man.

Definitions

Money

Cash, bank and currency notes, cheques, girocheques, postal orders, money orders, crossed banker's drafts, current postage stamps, GMS forms, unused units in franking machines, gift tokens, national lottery tickets for their (unsold) value, national savings holidays with pay stamps, national saving certificates, luncheon vouchers, credit-card sales vouchers, trading stamps, VAT purchase invoices and phone cards which you own or have responsibility for.

Business hours

The period during which your premises are actually used for business purposes and during which you or your employees have money on the premises.

Limits of cover

We will not pay more than the following amounts.

- 1** For any single loss of money (other than covered by paragraph 2 below) while it is:
 - a** being transported – €7,500
 - b** in a bank night safe or on bank premises until held at the bank's risk – €7,500
 - c** on the premises
 - during business hours – €7,500
 - out of business hours but in a locked safe or strongroom – €7,500
 - out of business hours but not in a locked safe or strong room – €500
 - d** in your or an employee's home – €650

- 2** For any single loss of money which includes crossed cheques, crossed giro cheques, crossed postal orders, crossed money orders, crossed banker's drafts, unused units in franking machines, National Lottery tickets for their (unsold) value, National Savings Certificates, credit card sales vouchers and VAT purchase invoices – €325,000.

Extensions

If as a direct result of money being stolen or attempted theft, the safe or strongroom (or case, bag or waistcoat when used for carrying money) are lost or damaged, we will pay the cost of repair or replacement as long as you do not have other insurance for this loss.

Exceptions

This section does not cover:

- 1 any loss arising from your or your employees' fraud or dishonesty if it is not discovered within seven working days after the event;
- 2 shortages caused by mistakes or neglect;
- 3 losses covered by a policy of fidelity guarantee insurance; or
- 4 loss from an unattended vehicle.

Special conditions

- 1 If you sell Lottery tickets, you must keep to the normal rules of An Post National Lottery Company when selling the tickets, including recording the serial number of the tickets,
 - as soon as you receive them; and
 - for the first and last ticket sold each day.You must keep the record of these numbers separate from the tickets themselves.

If the Lottery tickets are lost, destroyed, damaged or stolen, you must let An Post National Lottery Company and the Gardaí know immediately.
- 2 Under this policy you must record details of the amount and any essential identification of any crossed cheques, crossed girocheques, crossed postal orders, crossed money orders, crossed banker's drafts or credit-card sales vouchers in case they are lost, stolen or damaged. Essential identification includes:
 - the type of cheque, order and so on;
 - the date it was issued;
 - the serial number; and
 - if relevant, the name and address or bank account number of the person it is made out to. You must show us this to support any claim.

Custodians' clause

Under this section of the policy, only money we insure under Limits of cover **1a** must be constantly with one or more people in line with the following scale.

Scale

Amount of money at risk at any one time	Number of people needed to look after the money (custodians)
Up to €5,000	One
More than €5,000 but not more than €10,000	Two
More than €10,000 but not more than €16,000 (the limit for each person is €6,000.)	Three
More than €16,000: <ul style="list-style-type: none">• being transported;or• in other circumstances	<ul style="list-style-type: none">• An approved security firm is needed.• We will agree to special security arrangements.

Note 1 If you provide extra people to look after money, it does not mean we will increase the limits of cover (which are shown in the policy – see page 8). We must agree to any increase and add an endorsement to the policy.

Note 2 Anyone you use must be:

- a fully responsible adult at least 18 years old; and
- given direct responsibility for the security of the money.

Note 3 We may increase limits of cover for **1a** and **1c** to an amount over €16,000 if we agree special security arrangements with you and you are using them effectively.

Extension for personal assault

Cover

If you are injured as a result of thieves attempting to steal:

- money; or
- contents you own, from the premises while the premises are open for business;

and we provide cover under this policy, we will pay you or your legal personal representative the compensation shown below. The injury must be the only cause of your death or disability.

Definitions

Results

	Compensation
a Death	€8000
b Total and permanent loss of all sight in one or both eyes	€8000
c Total loss of one or both hands or feet	€8000
d Total disability, temporary or permanent, which prevents you from doing any kind of work	€80 each week
e Partial disability which prevents you doing a large part of your usual job	€40 each week
f Fracture of the following major bones – pelvis, hip, leg, kneecap, foot, ankle, arm, elbow, wrist, hand, skull, shoulderblade, collarbone, breastbones or ribs	no more than €3000
g Internal injuries which you need surgery for	no more than €2000
h Medical expenses which you have receipts for (does not apply if you have to stay in hospital)	up to €5000

Limits of compensation

- 1 We will pay compensation for Results **d** or **e** for up to 104 weeks from receiving the injury. However, we will not begin paying compensation until we have agreed the total amount with you.
- 2 We will not pay compensation for any of the Results **a** to **c** unless they happen within one year of receiving the injury.

Exceptions

We will not pay for:

- 1 death or disability which results from any physical or mental condition you had before the injury took place,
- 2 more than one result for any injury you receive. If we have already paid the maximum sum for that Result, we will not pay it again for any further similar injury.

Personal belongings

If your or your employees personal belongings are lost or damaged by thieves attempting to steal money or contents, we will pay up to €650 for that loss or damage per person.

3 Frozen foods

Cover

Loss of or damage to food you own or are responsible for while it is in the refrigeration units shown in the schedule, by deterioration, contamination or rotting which is caused by or arising from the following.

- a A rise or fall in temperature as a result of:
 - any part of the unit (including any wiring and the plug and fuse) breaking or burning out, arising from mechanical or electrical faults in the unit which happens while the unit is being used under normal working conditions;
 - the thermostatic or automatic controlling devices forming part of the unit not working; or
 - accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority
- b Refrigeration or refrigerant fumes leaking from the unit.

Exceptions

Loss of or damage resulting from wear and tear, deterioration faults which develop gradually or faults in the unit or setting thermostats or automatic controls incorrectly.

Note

We will use the clause on underinsurance when considering the sum insured.

Warranty

At the end of any guarantee period, you must have a maintenance contract on any of the refrigeration units which do not have a hermetically sealed motor and compressors.

4 Computers

Cover

We will provide cover for you against the following.

Part A1

Accidental damage to property

Sudden and unexpected loss or damage to an item resulting from any cause other than breakdown.

Part A2

Breakdown of property

Damage to an item resulting from any part breaking, distorting or burning out (while in use) caused by faults in the item of property. The damage must stop the item working and must need repairing or replacing. However, we will not cover damage caused by fire or by any other external cause.

Maintenance condition

We will not pay a claim under part **A2** for the breakdown of any computer which is not covered by a maintenance contract with a competent computer maintenance firm if the contract provides free parts and labour for repairs caused by breakdowns from wear and tear or the fault of the maintenance firm. This condition will not apply for any computer under a guarantee provided by the manufacturer or supplier which provides equivalent services.

The property

Item	Description
1	Any computer excluding laptops you own, or for which you are responsible and which you have told us about.

Definition

Computer means all parts of the electronic data-processing installation including tapes, cards, disks and disk packs and any other data-carrying media.

Laptop means all mobile or portable computers

How we settle claims

- 1** For loss of or damage to an item for which, at the time of loss or damage, you can get all parts from the manufacturer or the agents at listed prices, we will reinstate the property. By this we mean:
 - a** if the property is lost, we will provide a replacement in a condition equal to, but not better or more extensive than, its condition when new; and
 - b** if the property is damaged, we will arrange to have the damage repaired to a condition which is the same as, but not better or more extensive than, its condition when new.

However:

- 1** the reinstatement must be carried out within a reasonable time; and

- 2** if at the time of the reinstatement the amount covering 85% of the cost which you would have had to pay if you had lost the whole property is more than the amount of cover under part **A1** shown in the schedule, you will have to pay the difference.

- 2** For loss of or damage to an item of property not falling under the terms of **1** above, we will provide the following cover.
 - a** If the property is lost, we will pay the cost of a replacement at listed prices.
 - b** If the property is damaged and:
 - if we can get all the parts we need to repair the damage from the manufacturer or the agents at listed prices, we will pay the cost of repairing the damage; or
 - if we cannot get all the parts we need to repair the damage to the property from the manufacturer or the agents at listed prices, we will pay the cost of an equivalent repair to similar property for which we can get all spare parts at listed prices.

However:

- 1** the replacement or repair must be carried out within a reasonable time; and
- 2** if at the time of the reinstatement the amount covering 85% of the cost which you would have had to pay if you had lost the whole property is more than the amount of cover under part **A1** shown in the schedule, you will have to pay the difference.

Extensions

Extra rental charges

We will pay extra rental charges if, as a direct result of loss or damage we insure, the lease or hire contract in force at the time of the accident for the lost or damaged property is cancelled and replaced by a new one for similar property which has higher rental charges. We will pay these for two years from the time the loss or damage happens. We will pay up to €13,000 in total.

Increased costs of working or reinstating data

We will pay the increased costs of working or reinstating data in the following circumstances.

- a** For accidental damage or breakdown which we will pay a claim for under parts **A1** and **2** (or would have but for the excess).
- b** Total or part failure of the public supply of electricity at the point where the supply enters your premises if it is not caused by:
 - a deliberate act of the supply company unless they have to protect life or protect a part of the network; or

- a scheme of rationing unless this is needed because part of the network has been damaged.
- c** The accidental or deliberate erasure, destruction, distortion or corruption of data or programs on the property resulting from a cause you can identify. However, we will not cover the permanent or temporary loss or loss of use of data or programs directly resulting from faults in programs of computer systems software.
- d** If you are prevented from using the property because of damage to any property at or near the premises containing the item.
- e** The total failure of the electricity supply to an item of property resulting from a sudden and unexpected loss of or damage to the wiring within the premises.
- f** The failure of any telecommunications network used with the property which is not caused by:
 - the deliberate act of the telecommunications authority unless carried out to protect part of their equipment;
 - industrial action by any of the authority's employees; or
 - you using machinery and equipment which has not been accepted by the authority as properly installed and compatible with their network.

We will pay the extra costs you reasonably need to pay to avoid interruption of the business which, but for the spending, would have taken place. This will apply from the time the event takes place and end no later than 12 months after.

We will pay reasonable charges you have to pay to your professional accountants and auditors for producing any details or other proof, information or evidence we may need under the claims conditions. They must confirm that the details are in line with your accounts or other business books or documents.

However, the following also apply.

- 1** Under this extension we will not pay more than:
 - €33,000 for increased costs of working, not including the costs of reinstating data; and
 - €13,000 for the costs of reinstating data and programs.
- 2** We will not pay the increased costs of working, except the costs of reinstating data, which you have to pay during the first 48 hours following a breakdown for which we will not pay a claim under part **A2** (apart from any excess).

Consulting engineers' fees and costs for investigating claims

We will also provide cover under parts **A1** and **A2** against the costs of consulting engineers' fees you have to pay, with our permission, in investigating possible repairs (whether or not successful) or reinstating an item of property. We will pay these costs on top of any claim under parts **A1** and **A2**.

Temporary and permanent repairs

We will also cover you under parts **A1** and **A2** against the reasonable extra costs you have to pay, with our permission, to make a temporary repair or to carry out a permanent repair. However, we will not pay more than €6500.

Removing debris and protecting items from further damage

We will also provide cover under parts **A1** and **A2** against the costs and expenses you have to pay, with our permission, to:

- remove rubble or rubbish;
- dismantle or demolish any part of an item of property which has been damaged; and
- protect any part of an item (whether damaged or not) as long as it is necessary because of loss or damage we insure.

Automatic cover

We treat the property described in the schedule as including any other property of a similar class or type installed after the start of this policy. However:

- you must insure that property only to the same extent as property of a similar class or type;
- the property must be in satisfactory working order when installed;
- we will not increase the total amounts of cover under parts **A1** and **A2** by more than €65,000 for the property;
- you must let us know about the installation in writing as soon as possible and before the end of the current period of insurance or within 200 days of the installation, whichever is longer; and
- You must pay us the extra premium needed to insure that property.

Extension – Laptops

We will provide cover under **A1** for laptops up to a maximum of 15% of the Computers sum insured stated in the schedule.

The maximum sum insured (including this extension) payable remains the amount stated in the schedule.

Special conditions

Automatically reinstating amounts of cover

We will not reduce the amount of cover by the amount of any claim we pay.

Precautions

You must take precautions to:

- keep the property properly maintained including keeping and storing both current and back-up records; and
- prevent an accident or loss.

You must let us know immediately about any changes which change the risks we cover.

We may, at any time by sending you notice in writing, suspend the insurance in connection with any item of property until you meet our requirements. In which case, we will refund part of your premium.

Value added tax

If you pay VAT, we will not cover this in any claim.

Settling claims

If any claim item is lost or damaged and we provide cover under this section, we may decide to replace or repair the item. Or, we may pay a cash amount for the loss or damage. We will not pay the cost of any replacement or repair you have carried out without our permission.

Exclusions

Under this section we will not cover the following.

Wear

We will not pay for repairs or replacements needed as a result of wasting, wearing away or wearing out caused by ordinary use or working, rusting or gradual deterioration. However, we will pay the cost or damage insured by this policy resulting from these causes.

Confiscation by customs

We will not pay for loss or damage arising from any customs or other officials or authorities outside the European Union or the United Kingdom legally taking, keeping or destroying your property.

Consequential loss

Under parts **A1** and **A2**, we will not cover the cost of reinstating data or programs and consequential loss or liability of any nature.

Limits of cover

Under either part **A1** or **A2** we will not pay more than the amount shown in the schedule against the item plus any extra amounts we may pay under the extensions.

Excess

We will not pay the first €125 of each claim. In relation to laptops this amount is increased to the first €350 of each claim.

Clauses (applicable to laptops only)

- 1** We will not cover the laptop(s) in any unattended vehicle unless the laptop(s) is/are contained in a securely locked boot
- 2** Also the laptop(s) when not securely locked away should be under the personal and immediate control of the Insured or persons responsible for them.

5 Goods being transported

Cover

If the property is lost or damaged whilst in the situation, we will pay for the loss or damage or to repair the item.

Definitions

The property – stock and materials you own or are responsible for.

The situation – the address of your business or while being transported using a method shown in the schedule (including loading and unloading and temporary housing in the course of being transported) anywhere in Ireland. However, this will not include goods at your premises when the premises are closed for business.

Exceptions

Under this section we will not provide cover for the following.

- 1** Loss or damage due to vermin, insects, mildew, rust, loss in value, deterioration or changes brought about by natural causes.
- 2** Delay, loss of market or other resulting loss of any kind.
- 3** Loss or damage by theft committed by or with the knowledge and help of any employee.
- 4 a** Livestock, bank or treasury notes, bullion, cash, furs, jewellery, watches, precious metals or stones, metals with no iron content in raw or scrap form, clothing, sports goods, tobacco, cigars, cigarettes, spirits, television sets, audio or video equipment or tapes, refrigerated, chilled, cooled or insulated goods unless shown in the schedule.
b Any property you are carrying for hire or reward or being carried by commercial travellers.
- 5** Loss or damage caused by a fault in the packing or an incorrect address or not enough address information.
- 6** The excess shown in the schedule (other than loss or damage caused by fire).

Clauses

- 1** We will not cover the property in any of your own vehicles (or vehicles you control) while left unattended overnight unless the vehicle is in a garage in a securely locked building.
- 2** We will not cover loss of or damage to the property due to theft from any of your own vehicles (or vehicles you control) unless the vehicle is locked while left unattended.
- 3** The underinsurance clause will apply separately to the limit of each item of this section.

Limits

Under this section we will pay up to the following for any single loss or damage.

Item 1 – the sum insured shown in the schedule.

Item 2 – the sum insured shown in the schedule.

6 Household goods

For the purposes of this contingency we define the buildings as part of the premises you use as your permanent home and built of brick, stone or concrete and roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs made up of mineral ingredients which will not catch fire, and any domestic outbuildings and fuel tanks at the address shown in the schedule.

We define household contents as household goods, appliances, utensils, personal belongings (including money, postal and money orders, cheques, travel tickets and stamps not worth more than €130 in all) and fixtures and fittings while in the buildings which you or a member of your family permanently living with you own.

Household contents does not include:

- any part of the decoration inside (unless you are liable as tenant);
- property that is more specifically insured;
- documents or securities of any kind, medals, coins;
- motor vehicles, boats, caravans and associated accessories; and
- livestock or pets.

Limits

- 1 Unless we have said otherwise and agreed, we will limit what we will pay for jewellery, watches, furs, articles of precious metal, pictures, works of art, television, video, audio or home-computer equipment and photographic apparatus included in the contents to:
 - 5% of the sum insured on the household contents or €650, whichever is greater, for any single item; and
 - one third of the sum insured on household contents for all property other than works of art (unless we have specially agreed).
- 2 We will not pay more than the total sum insured on household contents for any claim arising under this contingency.

Cover

Accidental loss or damage to the household contents described on the schedule while in your home. However, we will not cover the following.

- 1 Anything which happens gradually.
- 2 Chewing, scratching, tearing, or fouling by pets.
- 3 Faulty workmanship or faulty design.
- 4 Electrical or mechanical breakdown.
- 5 Maintenance, or routine repair or decoration.
- 6 When your home is unoccupied for more than 60 days in any period of insurance.

- 7 Wear and tear, atmospheric or weather conditions, wet and dry rot, fungus, mildew, insects, vermin, denting or scratching, action of light, any process of cleaning, defrosting, dyeing or restoration.
- 8 Contact lenses, hearing aids, or mobile phones.
- 9 Glass, china, porcelain, earthenware, stoneware, works of art, or other items of brittle nature while being handled and used.
- 10 Accidental or deliberate erasure, destruction, distortion or corruption of data or programs.
- 11 Loss or damage we specifically exclude or cover under any other section of this policy.

Extensions to risk 6

Mirrors

We will cover accidental breakage of mirrors (other than hand mirrors) which form part of the household contents.

Employees' property

We will cover loss or damage caused by the events we insure to clothing and personal goods (other than cash, currency notes, bank notes and stamps) which belong to your domestic employees (if there is no other insurance covering these items). This cover applies while in your permanent boarding house, lodging house, guest house, hotel or inn in Ireland, Great Britain, the Isle of Man or Channel Islands, in which your employees are living with you or any member of your family.

Household contents temporarily removed

We will extend the insurance to cover household contents (except property at an exhibition, in storage or in a sale room or being transported to or from these places) while temporarily removed but staying in Ireland, Great Britain, the Isle of Man, or Channel Islands against the following.

- a All the risks shown previously.

However, we will not cover:

- storm or flood to property being carried by someone; or
- theft or attempted theft.

- b Theft from:

- any bank, safe deposit or private property which is lived in;
- any building where you or any member of your family is living or is employed or carries on business;
- any other building if force and violence are used to get into or out of the building;

- you, a member of your family or an authorised employee if property is being taken to or from any bank or safe deposit.

However, we will not cover stolen cash, currency notes, bank notes and stamps if:

- the stealing does not involve force or violence to get into or out of a building; or
- property is being moved as described in the last bullet point of **b** on previous page.

Radios, televisions, video and hi-fi equipment

We will cover accidental damage caused by something external to radios, televisions, video and hi-fi equipment and home computers while in your permanent home. However, we will not cover electrical and mechanical breakdown, accidental or deliberate erasure, destruction, distortion or corruption of data or programs.

Property in the open

We will also cover you (up to €260) for loss of or damage to the household contents by theft or attempted theft while the contents are in the open within the boundary of the site on which the buildings stand.

Fatal injury

If you or your partner die within three months of, and resulting from, an injury caused in the buildings by fire or thieves, we will pay up to €3,300. If there is more than one insured named in the schedule of this policy, we will share this amount out for the number of people named.

Loss of rent and alternative accommodation

We will cover any rent you lose for the buildings and reasonable extra expenses you have to pay for alternative accommodation as a result of the buildings being damaged by any of the events covered under this risk so you cannot use them. However, this only applies for the period needed to repair the buildings. We will not pay more than 10% of the sum insured on household contents.

Jury service

If you or your partner are called for jury service, we will pay you benefit of €15 each day for each day or part day you or your husband or wife are at court. The most we will pay is €390.

Excess – Cover under this risk does not include the first €60 of each loss other than for the extensions.

Section 3 – Business interruption and book debts

Business interruption

Cover

If the business at the premises is interrupted or interfered with as a result of loss or damage to the contents or buildings and we will pay a claim under section 1, 2 (risks 1 and 5), we will cover you for the following.

1 The loss of trading profit caused by:

- a reduction in takings; and
- an increase in the cost of working;

which happen during a period of insurance.

- For a reduction in takings, we will pay an amount comparing the rate of trading profit to the amount by which your takings fall short of your standard takings as a result of the damage.
- For an increase in the cost of working, we will pay the extra amount you reasonably need to avoid the reduction in takings which, but for that spending, would have taken place because of the damage. However, we will not pay more than the amount we work out by comparing the rate of trading profit to the amount of the reduction you have avoided.

We will also take off any amount you have saved during the period of insurance to cover the charges and expenses of the business which you would pay out of trading profit but for the damage. However, if the sum insured is less than the amount produced by comparing the rate of trading profit to the annual takings (or to a bigger percentage of it if the maximum period of cover is more than 12 months), we will reduce the amount we pay.

- 2** We will pay the reasonable charges you have to pay to your accountant or auditors to produce any details or any other proof, information or evidence we may need. They must also report that the details are in line with your accounts or other business books or documents. However, we will not pay more under this clause than the total sum insured by the section.

Definitions

Trading profit

Your takings less the cost of goods or materials.

Takings

The money paid or due to be paid to you for goods sold and delivered and for work done in the course of your business at the premises, including income from rent.

Period of cover

The period beginning when the damage happens and ending no later than the end of the maximum period of cover during which the results of your business are affected by the damage.

Maximum period of cover

This will be shown in the schedule.

Rate of trading profit

The rate of profit you earn from the takings during the financial year immediately before the date of the damage.

Annual takings

The takings during the 12 months immediately before the date of the damage.

Standard takings

The takings during the 12 months immediately before the date of the damage which is linked to the period of cover.

We may change these to take account of variations in other circumstances which affect the business. This will mean that the adjusted figures represent, as far as possible, the results which, but for the damage, you would have achieved during the same period after the damage happened.

Extension – Preventing access

We will also cover loss resulting from interruption of or interference with your business as a result of damage to property near the premises which prevents or affects the use of or access to it, whether your premises or property are damaged or not. We treat loss for the purpose of this section as loss resulting from damage to property you use at the premises.

Limit of cover

During any one period of insurance we will not pay more than the sum insured.

Other conditions

- 1** The exclusion relating to amounts of money (exclusion **m**, page 6 in section 1) of this policy will not apply to this section.
- 2** This section will not apply if your business is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after this insurance begins unless we have signed a memorandum to say otherwise.

Clauses

1 Professional accountant's clause

We may ask your professional accountants for your accounts or other business books or documents under claims condition 1 for the purpose of investigating or checking any claim. We will treat their report as evidence of the details to which the report relates.

We will pay you the reasonable charges you have to pay to these professional accountants for producing the details or any other proof, information or evidence we may need. Under this clause we will not pay more than the total sum insured by the section.

2 Alternative trading clause

If during the period of cover you sell goods or carry out work elsewhere than at the premises for the benefit of the business, we will take account of any money you receive when working out the takings during the period of insurance.

3 Salvage sale clause

If, following a loss or damage which you claim for under this policy, you hold a salvage sale during the period of insurance, clause **a** of the item on gross profit will read as follows.

For a reduction in takings if the amount produced by comparing the rate of trading profit (less the takings for the period of the salvage sale) falls short of the standard takings, we will take off the trading profit you actually earned during the period of the salvage sale.

Memo

If you have to pay tax, all terms in this section do not include this tax.

Book debts

This cover applies to money you are owed at the premises. If your account books or other business books are lost, destroyed or damaged at the premises by any of the events below and, as a result, you cannot trace the amount of loss resulting from this event. We will pay up to a maximum sum insured of €6,500 unless otherwise stated in the schedule.

The events

- 1 Any accidental cause other than one we excluded.
- 2 Theft involving entry into or out of the premises using force or violence, or any attempted theft.
- 3 Theft by assaulting, or threatening to assault, you or any of your employees.

Definitions

Amounts owed

The total you recorded under the following memo (page 18), which is adjusted for:

- a bad debts;
- b amounts paid to you (or invoiced but not debited) at the time of the damage that you noted on your customers' accounts in the period between the damage to which the last statement relates and the date of the damage; and
- c any unusual trade conditions which had or could have had an effect on the business

so that the figures represent, as nearly as possible, those you would have collected at the date of the damage if the damage had not happened.

Limit of cover

Under this section we will not pay more than the following.

- 1a The difference between:
 - the outstanding debit balance; and
 - the total of those amounts received or traced.
- 1b The extra spending, with our permission, for tracing customers' debit balances after the damage.

If the sum insured by this cover is more than €6,500 but is less than what you are owed, we will reduce the amount we will pay in proportion unless this would result in an amount less than that which we would have paid if the sum insured had not been more than €6,500,

(or any other amount after you have to applied the annual increase clause.)
- 2 The reasonable charges you have to pay to your professional accountants for producing any details or any other proof, information or evidence that we may need under general condition 1 of this policy. These details must be in line with your account books or other business books or documents.

Automatically replacing the sum insured

We will not reduce the sum insured by the amount of any loss as long as you pay the premium we work out from the date of the loss to the end of the period of insurance.

Excluded causes

The insurance under this cover does not include damage caused by the following.

- 1** Information on computer systems or other records being deleted:
 - a** due to a magnetic field;
 - b** while they are in or on any machine or data-processing equipment, unless the equipment is damaged; or
 - c** due to faults in the records.
- 2** You deliberately providing false business records.
- 3** You mislaying or misfiling tapes and records.
- 4** You deliberately restricting or withholding the electrical supply.
- 5** Wear and tear, gradual deterioration, vermin, rust, damp or mildew.
- 6** Any of your employees acting dishonestly.

Memo

At the end of each month, you must add up the amounts owed, and keep the record in fire-proof cabinet on the premises or at a place other than your own premises.

If the recorded amount is more than the sum insured that applies at the date of the declaration, for the purposes of this memo, we will only consider you to have recorded the sum insured.

Temporary removal

This cover includes the amount of any loss resulting from damage:

- A** in any premises in Ireland, the United Kingdom, the Channel Islands or the Isle of Man used by people acting on your behalf to which your account or other business books or records are temporarily moved to; and
- B** your account books or other business books or records while they are being moved within Ireland, the United Kingdom, the Channel Islands or the Isle of Man.

Section 4 – Liability

Compensation, legal costs, solicitors' fees

We will provide cover for the following.

- a** For all amounts you become legally liable to pay as damages for compensation and claimants' costs and expenses for any occurrence to which this section applies to as shown in the schedule and in connection with the business.
- b** All legal costs and expenses involved that we have specifically agreed for a claim against you to which this section applies.
- c** Paying the solicitor's fees, that we have specifically agreed, for representing you at:
 - proceedings in any court arising out of you allegedly breaking your legal duty, which we will cover under this section; or
 - any coroner's inquest or fatal accident or ministry inquiry for any event.
- d** Legal costs and other expenses you pay or agree to pay with our written permission and costs of the prosecution you face for breaking the Safety, Health and Welfare at Work Act, 2005 or similar Safety Legislation of the Republic of Ireland. However, we will not cover you for any fines or penalties you receive. If we do not provide cover under Insured Occurrence 1 (Employer's liability), we will not provide cover against any costs and expenses for prosecutions involving the health, safety or welfare of any person working for you and arising out of and in the course of their employment by you.

Territorial limits

This section applies to occurrences anywhere in the world but not:

- in connection with any business you carry out from premises outside the territorial limits; or
- liability in respect of death, bodily injury, shock, illness or disease of any person under a contract of service or apprenticeship with you who you employ to work outside the policy territories.

The policy territories are Ireland, the United Kingdom, the Isle of Man and the Channel Islands.

Interpretation

1 Our policy will also cover, in addition to you the policyholder, the following people.

- a** If you die, we will include any of your personal representatives for liability you may have caused.
- b** If you ask, it will also cover:
 - any of your directors or business partners;
 - any person you employ under a contract of service or apprenticeship; and

- any officer, member or employee of your social, sports or welfare organisations or first-aid, fire or ambulance service.
- c** For the purposes of Occurrences 1 and 2 if you ask we also include anyone you have entered into an agreement with for work within the territorial limits as far as is necessary to meet the requirements of the agreement. However we will only cover them for death, bodily injury, shock, illness, disease, loss or damage arising out of you carrying out that work.
- d** For the purposes of special clause C (personal liability at home and abroad), we will also include the spouse of any person shown in **1b** above.

2 Contract of service or apprenticeship

We will treat the following as being employed by you for all the purposes of this policy if they are working for you in connection with the business.

- a** Labour masters and people they supply.
- b** People employed by labour-only subcontractors.
- c** Self-employed persons.
- d** Drivers or people who operate plant hired to you.
- e** People on work experience.
- f** Any other person you have hired or borrowed.

3 Sports and welfare activities, maintaining your premises and private work

The definition of business includes:

- a** providing and managing a canteen, or social, sports and welfare organisations for the benefit of your employees, first-aid, fire and ambulance services and maintaining your premises; and
- b** private work carried out by anyone who works for you for a director, business partner or employee or yours if you have given permission.

4 Cross liabilities

If there is more than one policyholder shown in the Schedule, this section will apply separately to each one as if we were insuring them separately. However, we will not pay more than the amount of indemnity.

5 Dates of endorsements

- a** For Occurrence 1, any endorsement of this section will apply to events caused on or after the start date of that endorsement.
- b** For Occurrence 2 and 3, any endorsement of the section will apply to events happening on or after the start date of that endorsement.

The specification – Insured occurrences

Applicable as started in the schedule.

1 Employer's liability

Death, bodily injury, shock, illness or disease caused during the period of insurance to any person under a contract of service or apprenticeship with you if their death, bodily injury, shock, illness or disease arises out of and in the course of their employment by you.

Special clauses which apply

- E** Contractual liability
- L** Vehicles (Employer's liability)
- N** Court Attendance costs
- O** Unsatisfied Court judgements

2 Public Liability

- a** Death, bodily injury, shock, illness or disease of any person unless it arises out of, and in the course of, their employment with you under a contract of service or apprenticeship.
- b** Loss of or damage to property you or anyone you employ do not own, or control.
- c** Loss arising from obstruction trespass, nuisance or interference with any pathway of air, light, water or right of way.

We will cover these events if they happen during the period of insurance. However, it will not include events described in Occurrence 3 below.

Special clauses which apply

- A** Rented premises
- B** Employees' and visitors' personal belongings
- C** Personal liability – home and abroad
- D** Deliberate acts
- E** Contractual liability
- G** Damage to goods you have supplied
- H** Vehicles (public and products liability)
- I** Vessels and craft
- J** Pollution and contamination
- K** Wrongful arrest

3 Products liability

- a** We will cover death, bodily injury, shock, illness or disease of any person unless it arises out of and in the course of their employment with you under a contract of service or apprenticeship.

- b** We will cover loss of or damage to property which you or anyone you employ does not own or control or is in charge of or possession of.

We will cover these events if they occur during the period of insurance and are caused by any item you supply, install, erect, repair, alter or treat and happening elsewhere than at your premises.

Special clauses which apply

- D** Deliberate acts
- F** Contractual liability (products)
- G** Damage to goods you have supplied
- H** Vehicles (public and products liability)
- I** Vessels and craft
- J** Pollution and contamination

Amount of cover: €2,600,000 for any one period of insurance

The Amount of Indemnity

Any one event

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

So far as concerns Occurrence 1 the Amount of Indemnity is inclusive of all payments under "Compensation Legal Costs Solicitors fees".

Any one period

Our liability for all compensation payable in respect of all occurrences happening during any one Period of Insurance shall not exceed the sum stated in the Schedule as the Amount of Indemnity for any one Period of Indemnity.

The special clauses

(These apply if shown in the specification)

A Rental premises

The exclusion of property under your or your employees charge or control will not apply to premises (or its fixtures or fittings) you hire or rent even if the loss or damage arises from a vehicle for which we provide cover under special clause H.

However, the cover under this clause will not apply to:

- liability you have under an agreement, which you would not have if the agreement did not exist; or
- the first €625 of loss or damage to premises (or fixtures or fittings) caused by something other than by fire or explosion.

B Employees' and visitors' personal belongings

The exclusion of property under your or your employees charge or control will not apply to employees' or visitors' personal belonging (including vehicles and their contents).

However, this cover under this clause will not apply to:

- property you hire or borrow or which is lent to you;
- property you or your employees are in charge or control of to carry out work or a service; or
- liability assumed by you by agreement which would not have attached in the absence of such agreement.

C Personal cover at home and abroad

This section applies to the liability of any person mentioned in Interpretation **1b** or their spouse or child while in or outside the territorial limits on your business. However, this cover under this clause will not apply to:

- owning or living or working on any land or building; and
- any business carried on by that person or their spouse.

D Deliberate acts

This section will not apply to any liability you have for an event which results from your deliberate act or neglect and which you could reasonably have expected given the nature and circumstances of the act or neglect.

E Contractual liability (employers' and public liability only)

For any liability you have under an agreement which you would not have had if the agreement did not exist, this section will apply only if we control all claims. However, this will not apply to claims for:

- liquidated damages or under any penalty clause;
- any contract for or including how work is carried out outside the territorial limits; and
- any tenancy agreement.

F Contractual liability (products)

This section will not apply for liability you might have for causing injury, illness, disease, loss or damage caused by any item or thing you supply, install or erect unless you would have been liable if the agreement did not exist.

G Damage to goods you have supplied

This section will not apply for liability you have if an item is recalled, removed, repaired, replaced, reinstated or loses value if you have installed, erected, repaired, altered or treated it if the liability arises from any defect therein or it is unsuitable for the purpose it was intended.

H Vehicles (public and products liability)

This policy will not apply to liability for the following.

- 1 • Any vehicles which you must have compulsory insurance for or security under any road traffic laws.
 - Any trailer or implement which you must have compulsory insurance or security for under any road traffic laws.
- 2 Loading or unloading the vehicle, trailer or implement.
- 3 We will not provide cover for:
 - bringing a load to the vehicle, trailer or implement for the purposes of loading it; or
 - taking away a load from the vehicle, trailer or implement after unloading it,

if you have insurance under any motor insurance contract or if you must have insurance or security under any road traffic laws.

I Vessels and craft

This section will not apply to liability you have for:

- a any vessel or craft (other than hand-propelled boats) made or intended to float on or in, or travel through, water, air or space if you own, lease, hire, borrow or operate them; or
- b loading or unloading of that vessel or craft.

J Pollution and contamination

- a This section will not apply to liability for pollution or contamination unless it is caused by a sudden identifiable, unintended and unexpected incident which takes place at a specific time and place during the period of insurance.
- b We will treat all pollution and contamination which arises out of one incident to have happened at the time the incident takes place.
- c We will not pay more than €2,600,000 for all pollution or contamination during any one period of insurance.

For the purpose of this clause, pollution or contamination means:

- all pollution or contamination of buildings or other structures or of water, land or the atmosphere; and
- all loss, damage or injury directly or indirectly caused by that pollution or contamination.

K Wrongful arrest

We will provide cover for the legal liability you have arising out of wrongful arrest, detention, imprisonment, eviction or wrongful accusation of shoplifting of any person up to €50,000 in any one period of insurance.

L Vehicles (employer's liability)

This section will not apply to liability for which insurance or security is required by any road traffic laws.

M Goods supplied to North America

Unless otherwise agreed by us and additional premium paid this Section shall not apply to liability arising out of any commodity article or thing exported by or on behalf of you to the United States of America or Canada including any commodity article or thing supplied prior to the inception of this Policy which you know or could reasonably have been expected to know would be used within the United States of America or Canada.

N Court Attendance costs

In the event of any persons employed by you under a Contract of Service or Apprenticeship attending court as a witness at our request in connection with an Occurrence in respect of which you are entitled to indemnity under this Section we will provide compensation to you at the rate of €150 per day on which attendance is required.

O Unsatisfied Court judgements

We will at your request pay to any person employed by you under a Contract of Service or Apprenticeship (or in the event of the death of such person his personal representative) the amount of damages (other than liquidated damages) and costs awarded to such person in any judgement obtained within a court within the Republic of Ireland, to the extent that such amount remains unsatisfied in whole or in part more than six months after the date of such judgement.

Provided that

- (a) Such death bodily injury shock illness or disease arises out of and in the course of such persons employment by you
- (b) In respect of such judgement
 - (i) There is no appeal outstanding
 - (ii) If any payment is made by virtue of this cover the person to whom such payment is made shall assign the judgement to us.

Section 5 – Buildings

Cover

Accidental loss of, destruction of or damage to (other than as excluded later in the policy) to the buildings at the premises described in the schedule.

How we settle claims

If we are responsible for any claim for destruction of or damage to the property insured by this section, we will work out the amount we will pay as follows.

- A** If the property is lost or destroyed – we will replace it in a condition that is equal to, but not better or more extensive than, its condition when new.
- B** If the property is damaged – we will repair the damage and restore the damaged area of the property to a condition that is the same as, but not better or more extensive than, its condition when new.

Conditions

- 1** Any repair or restoration work (which may be carried out on another site and in any way that is suitable to your needs) must start and be carried out within a reasonable time.
- 2** When part of the property is damaged or destroyed, we will not pay more than the amount which represents the cost we could have paid if the property had been totally destroyed.
- 3** We will not make any payments until you have received an invoice for the repair or restoration costs.
- 4** If, at the time of the repair or restoration, 85% of the cost which would have been charged if all of the property had been lost or destroyed is more than the total sum insured at the time of the loss, destruction or damage, you will have to pay the difference between the total sum insured and the cost of repairing or restoring the whole of the property.

Memo

If, for any reason, we cannot pay in line with how we settle claims A or B above, we will pay:

- the value of the property at the time of the loss or damage; or
- the amount of the damage, reduced in proportion to the amount we would pay if, at the time of the destruction or damage, the sum insured is less than the value of the property.

We may choose to repair or replace the property or any part of it.

Extensions

The insurance under this section will also include the following:

a Damage to underground services

Accidental damage to underground service pipes and underground cables at the premises.

b Architects' and surveyors' fees

Architects' and surveyors' fees that you have to pay to repair the buildings but not for preparing any claim. The amount we pay for the destruction, damage and fees must not be more than the sum insured on the buildings.

c Removal of Debris

Costs and expenses you have to pay, with our permission, to:

- remove rubbish from;
- dismantle or demolish; or
- shore or prop up;

the part or parts of the property that were destroyed or damaged.

However, we will not pay your costs or expenses:

- for removing rubbish, except from the property that was destroyed or damaged and the area immediately around it or next to the site; or
- arising from the pollution or contamination of the property that is not insured by the section.

Under this extension and the full section, we will not pay more than the sum insured under this section.

d Contracting purchaser's interest

If, at the time of the damage, the Insured has contracted to sell his interest in any building insured and the purchase has not been but will be thereafter completed, the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such damage by him or on his behalf) will be entitled to benefit under this policy without prejudice to the rights and liabilities of the Insurer until completion.

Limit of cover

Under this section we will not pay more than the sum insured shown in the schedule.

Exceptions

This section does not cover the following.

- 1** Damage to the property, insured caused by the following.
 - a** Faulty design, materials or workmanship including gradual deterioration, wear and tear or frost.
But this does not include damage resulting from something which is not otherwise excluded.
 - b**
 - Collapsing or cracking buildings
 - Corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish, vermin or insects, or any process of cleaning, repairing, restoring or renovation.but this will include any damage resulting from a cause which is not otherwise excluded.
 - c**
 - Acts of fraud or dishonesty other than stealing
 - Unexplained disappearance of an inventory or information
 - Cracking, collapsing or overheating boilers, economisers, vessels, tubes or pipes
 - Mechanical or electrical breakdown or moving machinery equipment or signs but this will include damage resulting from a cause which is not otherwise excluded.
 - d**
 - Subsidence, ground heave or landslip.
 - Normal settlement or bedding down of new structures.
- 2** Damage by wind, rain, hail, sleet, snow, flood or dust to movable property in the open or fences and gates.
 - 1** Property more specifically insured by, or on behalf of the insured.
 - 2** Consequential loss of any kind.

Section 6 – Commercial legal protection

Introduction

The claims service for this section of the policy is handled by DAS Legal Expenses Insurance Company Limited for us. We have chosen DAS as our claims administrator for this cover as they have many years' experience in dealing with legal disputes for customers.

As soon as you are aware of an incident, you should get legal advice from the legal helpline on 1850 200 826. Please have your policy number ready.

- DAS will handle the claim for us.
- If you need a solicitor to deal with your legal problem, DAS will appoint one from their approved panel of solicitors. These solicitors have been carefully chosen as experts in the area of law covered by the policy and they must keep to the strict service standards set by DAS.

Special notes

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

The proposal or any information you have supplied will be included in the contract.

This section will cover the insured person for any incident arising in connection with the business shown in the policy schedule if you have paid the premium.

We agree to provide the insurance in this section in line with the cover shown in the policy schedule as long as:

- a the date the insured incident happens is during the period of insurance and within the territorial limit;
- b any legal proceedings will be dealt with by a court, or other organisation which we agree to, in the territorial limit; and
- c in civil claims it is always more likely than not that you will recover damages (or get any other legal remedy which we have agreed to) or make a successful defence.

For all insured incidents, we will help in making or defending an appeal as long as the insured person tells us, within the time limits allowed, that they want us to appeal. Before we pay any costs and expenses for appeals, we must agree that it is always more likely than not that the appeal will be successful.

If you use an appointed representative, we will pay the costs and expenses for this. We will pay the financial compensation awards that we have agreed to.

The most we will pay for all claims resulting from one or more events arising at the same time or from the same cause is shown as the limit of cover in the policy schedule.

The meaning of words in this section

1 You – the person shown in the policy schedule.

2 Insured person

You and the directors, partners, managers, employees and any other individuals you have told us about.

3 Representative

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

4 Period of insurance

The period for which we have agreed to cover the insured person and for which you have paid the premium.

5 Date of event

- 1 For civil cases (other than under insured incident – 7 Tax protection), the date of the event is when the cause of the action first happened.
- 2 For criminal cases, the date of the event is when the insured person began or is alleged to have begun to break the criminal law in question.
- 3 For licence or registration appeals, the date of the event is when you first became aware of the proposal by the relevant licensing or regulatory authority to suspend, change the terms of, refuse to renew or cancel your licence.
- 4 For a Revenue Commissioners' audit, the date of the event is when the Revenue Commissioners first let you know in writing that they are going to make enquiries. For disputes involving Pay As You Earn, Social Insurance contributions and value added tax, the date of the event is when the relevant authority sends an assessment or written decision to you following an audit.

Definitions of costs and expenses

Legal costs

All reasonable costs the representative can charge. Also the costs the opponent has to pay in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.

Accountant's costs

A reasonable amount for all reasonable costs the representative pays or agrees to pay in line with our instructions for handling claims.

Attendance expenses

The insured person's salary or wages for the time that they are off work to go to any arbitration, court or tribunal hearing if the representative asks or while on jury service. We will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for.

The amount we will pay is based on the following.

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

Limit of cover

The most we will pay for any insured incidents related in time or by cause for all legal costs and expenses and expenses of the insured person, and opponent's civil costs, (if they are covered) compensation awards and accountant's fees and expenses, will not be more than the limits as set out below.

Contingencies	Limit for each incident
1 Employment disputes	
A Legal expenses	€150,000
B Employment compensation Financial awards	€1,300,000
2 Legal defence	
A Policyholder protection	€150,000
B Employee protection	€150,000
3 Property and personal injury	
A Property protection	€150,000
B Personal injury	€150,000
4 Revenue Commissioners' investigations	
Accountants' fees – inner limit	€33,000
Total of all costs and expenses (including accountants' fees)	€150,000

Territorial limit

The Republic of Ireland.

Insured incidents we will cover

1 Employment disputes and financial compensation awards

a Employment disputes

- 1 We will cover employment disputes before proceedings are issued before a rights commissioner, court or tribunal after you have dismissed an employee.
- 2 We will also cover legal proceedings for any dispute with:
 - a an employee or ex-employee or a trade union acting for an employee or ex-employee which arises out of, or relates to, a contract of employment with you; or
 - b an employee, prospective employee or ex-employee arising from you allegedly breaking their rights under employment law.

What is not covered

- 1 We will not cover any employment dispute if the cause arises within the first 90 days of the cover we provide under this policy.
- 2 We will not cover any dispute with an employee who you give a written or spoken warning (formal or informal) to within 180 days immediately before the start date of the cover provided if the date of the event was within the first 180 days of cover.
- 3 We will not cover any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the cover we provide under this policy.
- 4 We will not cover any claim for damages for personal injury or loss of or damage to property.
- 5 We will not cover any claim arising from or relating to transferring the business which is covered by the European Communities (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 1980 and 2000 and any legislation which amends these regulations.

b Employment financial compensation awards

We will pay any financial compensation you would otherwise pay for a claim we have accepted under insured incident 1. However, the following will apply.

- 1 In cases relating to performance or conduct, you must have, throughout the employment dispute either;
 - a followed the disciplinary procedures recommended by the Irish Business and Employers' Confederation; or
 - b asked for and followed advice from our legal advice service.

- 2 For compensation following you breaking a legal duty under employment law, you must have, at all times, asked for and followed advice from our legal advice service since the date when you should have known about the employment dispute.
- 3 For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy (but not the redundancy payment itself) you must have asked for and followed advice from our claims department before serving a notice of redundancy.
- 4 The compensation is awarded by a rights commissioner or tribunal under a judgement made after hearing a full argument and other than by agreement, or is paid under a settlement we have approved in writing beforehand.
- 5 We will not pay more than €1,300,000 in any one period of insurance.

What is not covered

- 1 We will not cover any financial compensation relating to:
 - trade-union activities, trade-union membership or non-membership;
 - pregnancy or maternity rights;
 - the legal rights trustees of occupational pension schemes have; or
 - legal rights in relation to shop work on a Sunday and betting work.
- 2 We will not cover claims for not paying money due under the relevant employment contract or any conditions relating to it.
- 3 We will not cover any award ordered as a result of breaking legal rights in relation to providing relevant records to employees under the National Minimum Wage Act 2000 or any legislation which amend this.
- 4 We will not cover any financial compensation award or increase in financial compensation award ordered by the tribunal if you fail to keep to a recommendation it has made.

2 Legal defence

If you ask, we will do the following.

1. We will defend the insured person's legal rights before legal proceedings are issued when dealing with the:
 - Gardaí; or
 - health and safety authority or regional health boards if it is alleged that the insured person has or may have committed a criminal offence.

We will defend the insured person's legal rights after an event which leads to them being prosecuted in a criminal court.

- 2 We will defend your legal rights following civil action taken against you for wrongful arrest when relating to an accusation of theft alleged to have been carried out during the period of insurance.
- 3 We will defend the insured person's (but not your) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of your employees.
- 4 We will represent the insured person if they appeal against any legal notice which affects your business.
- 5 We will represent you if you appeal because the Data Protection Commissioner refuses your application for registration.
- 6 We will pay the expenses of an insured person if they have to do jury service. For proceedings under the Health and Safety and Welfare Act 1989, the territorial limit will include any place where the act applies.

What is not covered

We will not cover any claim which leads to the insured person being prosecuted for breaking road traffic laws or regulations in connection with owning, driving or using a motor vehicle.

3 Protecting your licence

We will represent you if you appeal to a legal or regulatory authority, court, or tribunal after an event which results in a licensing or regulatory authority suspending, changing the terms of, refusing to renew, or cancelling your licence.

What is not covered

- 1 We will not cover an original application or your application to renew a licence needed by law.
- 2 We will not cover any licence appeal relating to owning, driving or using a motor vehicle.

4 Protecting property and bodily injury

a Protecting property

We will negotiate your legal rights in any civil action relating to property which you own or are responsible for, as a result of:

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

What is not covered

We will not pay any claim relating to the following.

- 1 A contract you have entered into.
- 2 Goods being transported or goods lent or hired out.
- 3 Goods at premises other than those you use unless the goods are at the premises for the purpose of installing them or to be used in work you carry out.
- 4 Mining subsidence.
- 5 Defending your legal rights other than in defending a counter-claim.
- 6 For a motor vehicle the insured person owns, uses, hires or leases other than damage to motor vehicles where you are involved in selling motor vehicles.

b Bodily injury

If you ask, we will negotiate for an insured person's and their family's legal rights following an event which causes the death of, or bodily injury to, them.

What is not covered

We will not pay any claim relating to the following.

- 1 Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.
- 2 Defending an insured person's or their family's legal rights other than in defending a counter-claim.
- 3 A motor vehicle the insured person or their family own, use have hired or leased.

5 Tax protection

a Revenue audits

We will negotiate on your behalf and represent you in any appeal proceedings to do with an audit carried out by the Revenue Commissioners into your business accounts.

b Keeping to PAYE regulations

We will negotiate on your behalf and represent you in any appeal proceedings for a dispute to do with you keeping to regulations related to Pay As You Earn or Social Insurance Contributions. If this is a result of an audit by the Revenue Commissioners or The Department of Social Community and Family Affairs.

c VAT disputes

We will negotiate on your behalf and represent you in any appeal proceedings following an audit carried out by the Revenue for value added tax due.

- a For all insured incidents, you must have taken reasonable care to make sure that all returns are complete and correct and that the returns are sent in within the time limits allowed.
- b You and the appointed representative must keep to our instructions for handling claims throughout the claim.

What is not covered

- 1 We will not cover any insured incident arising from a tax avoidance scheme.
- 2 We will not cover any insured incident caused by your failure to register for value added tax.
- 3 We will not cover any insured incident involving the Revenue Commissioners looking into your alleged dishonesty or criminal activities.

Instructions on handling claims for tax protection

You must send us a copy of the business accounts and tax return which are being audited, together with all relevant correspondence and a note of the likely fees.

- a You must do this as soon as the Revenue Commissioners tell you that an audit is to take place.
- b And, you must do this at any time throughout the claim if the information changes.

The estimate of fees and any revised estimates must be itemised by the hour for each representative who is to deal with the claim. We will use this information to agree reasonable costs and expenses which we will pay under the policy. We need to deal with claims as economically as possible. We will pay costs and expenses that we have agreed to in writing when we receive an itemised invoice. It is important that you, or anyone acting for you, wait for our approval before you agree to pay costs and expenses over what we have already agreed.

What is not covered by this section

- 1 We will not cover any claim you report to us more than 180 days after the date the insured person should have known about the insured incident.
- 2 We will not cover costs and expenses you pay or agree to pay before we accept a claim in writing.
- 3 We will not cover fines, penalties, compensation or damages which the insured person is ordered to pay by a court or other authority (other than compensation awards as covered under insured incident 1b Employment financial compensation awards).
- 4 We will not cover any claim relating to patents, copyrights, trademarks, merchandise marks, registered design, intellectual property, secrecy and confidentiality agreements.
- 5 We will not cover any claim relating to franchise rights, or agency rights if you have the legal ability to change the legal relations of another.
- 6 We will not cover any insured incident deliberately caused by an insured person.
- 7 We will not cover a dispute we have not otherwise dealt with under condition 7.
- 8 We will not cover any claim relating to a shareholding or partnership share in your business unless the shareholding was gained under a scheme open to all your employees (or a substantial number of them) of a certain minimum grade (other than your directors or partners of the policyholder).
- 9 We will not cover an application for judicial review.
- 10 We will not pay any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it;
 - war, riot, revolution or any similar event; or
 - pressure waves caused by aircraft or any other flying objects travelling at or above the speed of sound.
- 11 We will not cover legal action an insured person takes which we or the appointed representative have not agreed to or if the insured person does anything that prevents us or the appointed representative from carrying out our roles effectively.
- 12 Either at the start of or during the course of a claim, we will not cover a claim if you are bankrupt or have filed a bankruptcy petition or winding-up petition, have made an arrangement with your creditors, have entered into a deed or arrangement, are in liquidation, or part or all of your affairs or property are in the care or control of a receiver or administrator.

- 13 We will not cover any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

Conditions which apply to the whole section

- 1 Any insured person must:
 - a keep to the terms and conditions of this policy;
 - b let us know immediately about any alteration which may affect our assessment of the risk;
 - c take reasonable steps to keep any amount we have to pay as low as possible;
 - d try to prevent anything happening that may cause a claim;
 - e send everything we ask for, in writing; and
 - f give us full details of any claim as soon as possible and give us any information we need.
- 2
 - a We can take over and carry out, in the name of an insured person, any claim or legal proceedings at any time. We can negotiate any claim on behalf of an insured person.
 - b If we agree to start legal proceedings and the insured person has to be represented by a lawyer, or if there is a conflict of interest, an insured person can choose an appointed representative by sending us that person's name and address. We may choose not to accept the choice of representative, but only in exceptional circumstances.
 - c Before an insured person chooses a lawyer or an accountant, we can appoint a representative.
 - d We will appoint a representative and they will represent the insured person according to our standard terms. The representative must co-operate fully with us at all times.
 - e We will have direct contact with the representative.
 - f The insured person must co-operate fully with us and with our representative and must keep us up to date with the progress of the claim.
 - g The insured person must give the representative any instructions that we ask.
- 3
 - a The insured person must tell us if anyone offers to settle a claim and must not agree to any settlement without our written permission.
 - b If an insured person does not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.
 - c We may decide to pay the insured person the amount of damages that they are claiming or the amount that is being claimed against them instead of starting or continuing legal proceedings.
- 4
 - a If we ask, the insured person must tell the representative to have costs and expenses taxed, assessed or audited.
 - b The insured person must take every step to recover costs and expenses that we have to pay and must pay us any costs and expenses that they do recover.

- 5 If our representative refuses to continue acting for an insured person or if an insured person dismisses the representative, the cover we provide will end at once, unless we agree to appoint another representative.
- 6 If an insured person settles a claim or withdraws their claim without our agreement, or does not give suitable instructions to the representative, the cover we provide will end at once. We will be entitled to reclaim any costs and expenses we have paid.
- 7 If we and an insured person disagree about the choice of representative, or about how a claim is handled, we and they can choose another suitably-qualified person to decide the matter. We must both agree to this in writing. If we cannot agree with the insured person about the choice of the second suitably qualified person, we will ask the president of the Law Society of Ireland to choose a suitably-qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
- 8 We may ask you to get the opinion from a lawyer as to how successful a claim or proceedings will be. (You will have to pay any costs involved in doing this.) If the lawyer believes there are reasonable grounds to take proceedings or defend a claim, we will pay the cost of getting the opinion.
- 9 We can cancel this policy at any time as long as we tell you at least 21 days beforehand.
You can cancel this policy at any time as long as we are told at least 21 days beforehand.
- 10 You must give us all the information we ask for at the end of each period of insurance. You must pay any extra premium or receive a refund of premium as the case may be. If you do not give us the information at the intervals we ask, we will change your premium in line with the index of average earnings published by the Central Statistics Office.
- 11 We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 12 This policy will be governed by the laws of the Republic of Ireland.

Helpline services

We provide these services 24 hours a day, seven days a week during the period of insurance.

Commercial legal advice

We will give you confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands. To help us check and improve our service standards, we record all calls.

To contact the above services, phone us on 1850 200826 quoting your policy number.

Counselling

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

To contact the counselling helpline, phone us on 1850 670407. These calls are not recorded.

We will not accept responsibility if the helpline services fail for reasons we cannot control. Please do not phone us to report a general insurance claim.

Extra clauses

These apply (unless we say otherwise) to the following.

Section 1 – Contents

Section 5 – Buildings

(Clauses 10 and 13 apply also to Section 3 – Business interruption.)

1 Other interest

We have noted the interest of other people supplying property to you under a hiring, leasing or similar agreement. You must let us know the nature and extent of any interest if destruction or damage take place.

2 Automatic cover

This section will also cover the following, depending on the terms and conditions.

- a Any new buildings, machinery and equipment which we have not already insured or which you have other insurance for.
- b Alterations, additions and improvements to buildings (but not for any resulting gain in value) anywhere in the Republic of Ireland, Northern Ireland and Great Britain.

This cover applies as long as:

- 1 at any one situation this cover is not more than 10% of the total sum insured on the property or €130,000, whichever is less;
- 2 you give us details of this extra insurance as soon as possible and pay any extra premium needed; and
- 3 the provision of this extension shall be fully maintained regardless of any specific insurance effected under 2 above.

(We will not provide cover for loss, destruction or damage caused by explosion, riot and civil commotion or malicious people in Northern Ireland for newly erected buildings, machinery or equipment.)

3 Contract price

We will pay the contract price for goods you have sold but not delivered for which you are responsible and under the conditions of sale the buyer can cancel the contract because of damage caused by fire or any other risk insured.

4 Customers' goods

If property is not otherwise insured, this section will also cover your customers' goods which you are responsible for even though the goods have been bought and paid for.

5 Electrical

If electrical equipment or a fitting is damaged or destroyed by fire caused by self-ignition, too much pressure, short-circuiting, self-heating or electricity leaking, we will not pay for damage or destruction for that particular piece of equipment or fitting in which the fire began.

However, we will pay damage or destruction for any other equipment or fitting caused by the fire spreading from the original fire.

6 Mortgagees

The interest of the mortgage company in this insurance will not be affected by any act or neglect you or anyone in the buildings commits if the danger of loss or damage is increased without the authority or knowledge of your mortgage company. However, as soon as the mortgage company becomes aware of the increased danger, they must send us notice in writing, if we ask, and pay any extra premium we ask.

7 Motor vehicles

You may keep motor vehicles in connection with your business in any of the buildings. We will not cover motor vehicles and their contents except for any amount over and above that you can get back under specific insurance.

8 Public authorities' requirements

We will also cover the extra cost of reinstating the destroyed or damaged property because of requirements to keep to buildings or other regulations or any laws.

- 1 However, the amount we pay under this extension will not include the following.
 - a The cost you have to pay to keep to any of the regulations or laws:
 - for destruction or damage which happens before we grant this extension;
 - for destruction or damage not insured under the section;
 - if you have received a notice about this before the destruction or damage happen; or
 - for undamaged property or undamaged parts of property other than foundations (unless we exclude foundations from the insurance) of that part of the property which has been destroyed or damaged.
 - b The extra cost that you would have had to pay to repair the property to a condition equal to its condition when new if you didn't have to keep to any of the regulations or laws.

- c The amount of an rate, tax, duty or other charge which arises as a result of the property increasing in value which you may have to pay for property to keep to any regulations or laws.
- 2 The reinstatement work must begin and be completed within 12 months after the destruction or damage took place. Or, we may allow further time (during the 12 months) in writing and this may be carried out totally or partially on another site.
 - 3 If your liability is reduced under any item of the sections (apart from this extension), we will also reduce what we will pay.
 - 4 We will not pay more than the sum insured in each section.
 - 5 All the conditions of the policy, unless we are allowed to vary them, will apply.

9 Reinstating the amount of any loss

If this insurance is not to be reduced by the amount of any loss, you must agree to pay the appropriate extra premium on the amount of the loss from the date it happens to the end of the period of insurance.

10 Removing rubble

This section also includes costs and expenses you pay or agree to pay, with our permission, to:

- a remove rubble;
- b dismantle, demolish property; or
- c shore – or prop up property.

This applies to the parts of the property destroyed or damaged by any of the insured risks but not the costs or expenses involved in:

- removing rubble except for the site of the property destroyed or damaged and the area immediately next to it; or
- dealing with pollution or contamination of property not insured by this section.

We will not pay more than the sums insured under the section.

11 Subrogation waiver

We will not enforce our rights against:

- a your parent or subsidiary company (if you have one) if you do not receive any form of protection or damages and so on from them; or
- b anyone authorised to use the property as long as they keep to the terms and conditions and exceptions of the policy in the same way you would.

12 Spontaneous combustion

Despite the other conditions in this policy, we will cover destruction or damage by fire only of or to coal, coke and wood caused by it catching fire spontaneously.

13 Tenancy

Your interest in the insurance will not be affected by any act or neglect of the tenants of any building we insure if the danger of loss or damage is increased without your knowledge. However, as soon as you find out about the increased risk, you must send us notice in writing and pay any extra premium we may demand.

14 Tenant's improvements

The insurance under buildings includes any tenant's improvements, alterations and decorations for which you are responsible.

15 Workmen

Workmen are allowed on your premises for the purpose of making minor structural and other alterations without it affecting this insurance.

16 Clearing drains

The insurance in Section 5 buildings will cover the expenses you have to pay to clear, clean or repair drains, gutters, sewers and so on as a result of fire or other events we insure against on your premises.

17 Cover for replacement locks

This includes the cost of changing locks at the premises if keys are lost as a result of:

- 1 theft or attempted theft from the premises, your home or the homes of any employees; or
- 2 robbery while you or any authorised employees have the keys.

We will pay up to €650 for any one loss unless the keys to a safe were left on the premises overnight. If you or an authorised employee are at the premises, you or they must not keep the keys near the safe.

18 Fire brigade charges

We will cover you for fire brigade attendance fees that may be charged by any local authority in dealing with any fire that results in a claim under this policy. The maximum amount we will pay under this extension is €10,000.

19 Trace and access

In the event of damage by water leaking from any tank, apparatus or pipe (defined contingency), we will cover you for costs necessarily and reasonably incurred by you in locating the source of the damage to effect repairs and the costs of making good. The maximum we will pay under this extension is €2,000.

Claims conditions

These conditions apply to all sections of the policy.

1 Action you must take

If you need to claim, you must do the following.

- a Give us immediate notice in writing and for any event giving rise to, or which might give rise to an injury, let us know immediately within 14 days of the event happening.
- b Let the Gardaí know immediately about any loss or damage caused by malicious people, by theft or attempted theft.
- c Do not admit responsibility for an event or offer or promise payment without our written permission.
- d Let us know immediately (within 14 days) about any prosecution, inquest or fatal injury or civil proceedings and send us immediately (within 14 days) every relevant document you have received.
- e Take all reasonable action to reduce, as far as possible, any interruption to the business.
- f Produce your accounts or other business books or documents we may reasonably need to investigate or check your claim.
- g For loss of or damage to the property insured, you must provide a written claim with any proof we may reasonably need and (if we demand) a declaration of the truth of the claim and any matters connected to it. You must do this within:
 - 30 days of the insurance period coming to an end – Section 2 Business interruption;
 - seven days of the event – risk 5 of sections 1 and 6; or
 - 30 days of the event – for all other sections.
- h For the extension to section 3, you must supply all certificates, information and evidence we need. You must pay any costs involved. The person who is insured will, as often as we ask them to, have any medical examinations we ask for. They must pay any costs involved.

2 Controlling claims

- a If any property insured is lost or damaged we may take and keep any building where loss or damage has happened and take and keep the property insured. We may also deal with this property in a reasonable way without affecting any of our rights under this policy.
- b We may take over, and carry out in your name, the defence and legal proceedings of any claim at our own expense and for our own benefit. The aim will be to recover compensation or financial protection from anyone for any event insured by this policy. You must give us all the information and help we may need.

- c We will be entitled to take any property we have paid a claim for. You must do anything necessary to transfer ownership to us. However, you must not abandon any property for us to deal with.
- d We can pay you the maximum sum insured under section 5 for any event, or any smaller amount we feel is reasonable. We will then have no further liability for that event except to pay costs and expenses of any legal action which happened before we made our payment.
- e If the person who is insured dies, we can have a postmortem carried out. We will pay any costs involved.

3 Fraudulent claims

If any claim is in any way fraudulent or if you or anyone acting for you have used any fraudulent methods to claim a benefit under this policy or if any loss or damage is caused by your deliberate act or with your knowledge, you will lose all benefits under this policy.

4 Other insurance

If at any time of any loss, damage or event, you have any other insurance which covers the events, we will only pay our share of the claim. If any other insurance company have any conditions attached which mean they will not pay a fair share of the claim, we will not pay more than the amount which would have been paid under the other insurance, had you not got this policy.

5 Arbitration

If there is a dispute between you and us about this claim or the amount to be paid and we cannot come to an agreement within 12 months of the dispute arising, we can refer the matter to an arbitrator we and you have appointed. If we cannot agree the President of the Incorporated Law Society of Ireland will make a decision on the arbitrator and their decision will be final. If the dispute is not referred to arbitration within 12 months we will assume you have abandoned the claim.

6 Enforcing rights

Anyone claiming under this policy must, if we ask, do anything we reasonably need (to allow anything to be done) to enforce any rights which we would become entitled to after paying for or making good any destruction or damage under this policy.

General exceptions

(Exceptions 3 and 8 do not apply to Occurrence 1 of Section 4 – Liability.)

This policy does not cover the following.

1 Radioactive contamination

We will not cover any loss, damage, expense or liability directly or indirectly caused by or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from burning any nuclear fuel; or
- the radioactive, toxic, explosive, or other dangerous properties of any explosive nuclear equipment or any part of it.

However, if any person working for you is injured, or becomes ill, as a result, this clause will apply only for:

- your liability; or
- liability you would have under an agreement which would not have existed if the agreement did not exist.

2 War and similar risks

We will not cover any claim as a result of riot, civil commotion (except as insured as shown in section 1), war or any similar event.

3 Sonic bangs

We will not cover loss or damage directly caused by pressure from aircraft or other flying objects travelling at or above the speed of sound.

4 Terrorism

We will not cover any loss, damage, cost or expense (except to keep to the requirements of the Road Traffic Acts) directly or indirectly caused by any act of terrorism.

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

We will also not cover any loss, damage, cost or expenses directly or indirectly caused by any action taken to control or prevent any act of terrorism.

If we decide to enforce this exclusion and you do not agree, you will be responsible for proving your case.

5 Pollution and contamination

(This does not apply to Section 4 – Liability.)

We will not cover loss, destruction, damage or any other liability caused by or arising from pollution or contamination apart from damage to the property caused by:

- a pollution or contamination which itself results from a risk we will cover; or
- b any risk we will cover which itself results from pollution or contamination.

6 Changes in the water-table level

We will not cover any damage or resulting loss which is caused by the water-table changing.

7 Entertainment

This applies to restaurants.

We will not cover:

- a loss or destruction of or damage to the property or any resulting loss;
- b any legal liability; and
- c any bodily injury;

directly or indirectly caused by or contributed to by you holding entertainment involving paid performers or video shows. However, we will provide cover if we have added an endorsement to say differently.

8 Cyber risk

(This does not apply to employers' liability cover.)

This policy does not cover losses arising directly or indirectly from:

- the loss of, or alteration of, or damage to; or
- a reduction in the operation of;

a computer system, hardware, programme, software, data, information store, microchip, integrated circuit or similar device in computer equipment that results from computer viruses, worms, logic bombs, or trojan horses, and so on.

9 Asbestos

(This applies to Section 4 – Liability only.)

This policy does not cover claims arising out of, or resulting from, making, mining, processing, distributing, testing removing, storing, selling, getting rid of or being exposed to asbestos or materials or products containing asbestos.

For loss of or damage to property, we only exclude the part of the loss or damage which directly or indirectly arises out of making, mining, processing, distributing, testing, removing, storing, selling, getting rid of or being exposed to asbestos.

General conditions

These apply to all sections.

1 Conditions

We will only pay a claim if:

- a the answers in any proposal and declaration for this insurance were, as far as you know, true and complete and the proposal and declaration form the basis of this contract; and
- b you or any other person claiming keep to the terms and conditions of this policy.

2 Reasonable precautions

- You must take all reasonable care to prevent death, bodily injury, shock, illness, disease, loss or damage and to keep your premises, equipment and everything used in the business in proper repair.
- You must keep to all legal obligations and regulations including inspecting all lifting equipment, passenger lifts and steam-pressure vessels.
- You must immediately repair any fault or correct any danger by taking any precautions which may be necessary.

3 Change of risk or interest

We will not pay a claim if:

- a you change the premises or the business and the risk of loss, damage or accident is increased as a result; or
- b your interest in the premises ends (unless this is brought about as a result of your death or the law);

unless you have told us about this change and we have accepted it.

4 Cancellation

We may cancel this policy by sending seven days' notice by registered post to you at your last known address. If we do this, you will become entitled to receive part of your premium back corresponding to the unexpired period of insurance. (Refer to 9 Mid Term Alterations).

5 Protection

We will only pay a claim for loss, destruction or damage caused by theft or attempted theft if the premises are:

- 1 closed for business; or
- 2 left unattended, and

all security devices provided to protect the premises are properly fitted and put into full operation.

6 Minimum security

We will only pay a claim for loss, destruction or damage caused by theft or attempted theft if you have the following minimum security levels in place.

- 1 All final exit doors must be locked as follows.
 - a Timber doors – by mortise deadlocks with five or more levers or meeting BS3621 with matching boxed striking plate.
 - b Aluminium doors – by cylinder mortise lock operating a swinging lock bolt.
 - c PVCu doors – by key-operated multi-point locking devices having three or more locking points.
 - d The first closing leaf of double leaf doors must be fitted inside with bolts top and bottom.
- 2 All other outside doors and inside doors leading to shared areas or other premises, must be secured by:
 - a the locks set out in 1 above; or
 - b key-operated security bolts fitted top and bottom.
- 3 All opening windows or roof lights which can be reached from the ground or via roofs, pipework or other structures must be locked with key-operated locking devices or screwed permanently shut.
- 4 You must use any security measures we have given you in writing.

You do not have to fit these locks to any door or window which is an official fire exit.

7 Minimum – alarm security

We will only pay a claim in respect of loss, destruction or damage caused by theft or attempted theft where the minimum alarm security levels shown below are in place.

- 1 Premises must have perimeter protection on doors, windows and any other openings plus internal space protection.
- 2 New alarms with effect from 1st March 2004 must be installed to EN 50131 standard (replacing IS199).
- 3 Existing IS199 systems do not need to be updated unless there is a change of occupancy and the new occupiers are deemed to be a higher risk or we request it.
4. Alarms must be installed by an NSAI approved company (i.e. must be granted an EN 50131 licence).

8 Duty of Disclosure

Any facts or changes, known to the Insured, affecting the risk since the inception of the Policy or last renewal date (whichever is the later) must be disclosed to us.

Failure to disclose may mean that the Policy will not provide the Insured with the cover required, a claim may not be paid or the Policy may be declared invalid and void or may be cancelled.

How to deal with a claim

9 Mid Term Alterations

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

These notes are not part of the contract of insurance but are a guide to help you if you have a claim.

If you know, or think it possible, that the damage or injury is severe, or even if you just want to speak to someone about it, please phone your broker or local Aviva office immediately.

Glass breakage

If the damage happens when your premises are closed, the Garda Síochána may make immediate arrangements for the broken window to be boarded up. If this hasn't been done, you should immediately make arrangements for boarding up or to replace broken glass. You should also let us know immediately about the breakage.

Other damage

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

Repairs and replacements

You should send any estimates as soon as possible to your broker or local Aviva office. If you cannot send these within 30 days of the loss or damage, let us know.

Other action

Do what you can to prevent further loss or damage and reduce, as far as possible, any interruption to your business.

Letting us know about injuries

If an employee or member of the public has been injured or his or her property has been damaged, please write to your broker or local Aviva office immediately, giving as much detail as you can. If an employee is included in your personal accident cover, please send us a doctor's certificate if they are likely to be away from work for more than one week.

Admitting responsibility

The law of liability is complicated so do not admit liability even if you think you may be to blame. Leave it to us to sort out. You should keep any broken equipment involved in the accident in a safe place.

Claim forms

Whenever we send you a claim form, please fill it in and return it to your broker or local Aviva office as soon as possible.



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

Aviva Insurance Ireland DAC

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A private company limited by shares.

Registered in Ireland No. 605769.

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