

# Shop Policy

## Important Information

Please read and keep safe



# Introduction

Thank You for choosing Us as Your insurer.

This is Your Shop policy, setting out Your insurance protection in detail.

Please read it carefully to make sure that it meets Your requirements and that the details on the policy Schedule are correct.

Your premium has been based upon the information shown in the policy Schedule and recorded in Your statement of fact.

If after reading Your policy You have any questions, please contact Your insurance adviser.

## Contents

This policy is made up of individual Sections. It should be read together with Your current Schedule which indicates the Sections You are insured under and gives precise details of Your insurance protection.

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# Useful Telephone Numbers

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## **Claims Helpline (24 hours)** **1800 147 147**

The Claims helpline can be used by anyone wishing to report a claim on any of Aviva's new commercial products. As soon as you know about the problem you face - we will start to put the solutions in place.

Please have your policy number ready.

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## **Commercial Legal Helpline** **0818 200 826**

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.

Please have your policy number ready.

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## **Telephone Call Recording**

For our joint protection telephone calls may be recorded and/or monitored.

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# Complaints Procedure

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## **Our promise of service**

We aim to give excellent service to all Our customers; however, We recognise that things may occasionally go wrong. We will do Our best to deal with Your complaint as effectively and quickly as possible. If You arranged Your policy cover through an intermediary or broker then You should initially direct Your complaint to them.

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## **What to do should you be dissatisfied**

If the complaint is not resolved to Your satisfaction, You can contact Aviva Insurance Ireland DAC as 1800 666 555.

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

### **Insurance Ireland at Insurance Centre**

5 Harbourmaster Place

IFSC

Dublin 1

D01 E7E8

Telephone: 01 676 1820

Fax: 01 676 1943

Email: [iis@insuranceireland.eu](mailto:iis@insuranceireland.eu)

Website: [www.insuranceireland.eu](http://www.insuranceireland.eu)

If You are still dissatisfied You should write to:

### **Financial Services and Pensions Ombudsman**

Lincoln House

Lincoln Place

Dublin 2

D02 VH29

Telephone: 01 567 7000

Email: [info@fspo.ie](mailto:info@fspo.ie)

Website: [www.fspo.ie](http://www.fspo.ie)

Taking any of these actions will not prejudice Your right to take legal action.

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# Important Information

<b>The law that applies to the contract</b>	Under the relevant European and Irish laws, we Aviva Insurance Ireland DAC and you, the proposer, are free to choose the law that will apply to the contract. We propose that Irish law will apply to the contract. We, Aviva Insurance Ireland DAC, will provide the insurance under this policy.
<b>Use of Language</b>	Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.
<b>Risks located in the UK</b>	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 Us], the insurance cover in respect of those risks will be provided through Our branch in the United Kingdom.
<b>Insurance Act 1936 (Section 93)</b>	All money which is paid or may be paid by Us to You under this policy will be paid in the Republic of Ireland.
<b>Stamp Duties Consolidation Act (1999)</b>	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.
<b>Cooling Off Period</b>	If You cancel this insurance within 14 days from the start of the policy or from the renewal date, We will refund Your premium for the period of insurance remaining. If You wish to cancel the policy after the Cooling Off Period, please refer to Policy Condition 4 - Cancellation and Mid Term Alterations of this Policy for terms and conditions

## The Contract of Insurance

Your policy is a contract between Us, and You, the Policyholder. Any proposal, statement of fact, declaration and any other document provided by You to Us for this insurance shall be part of and incorporated into this contract.

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

### IMPORTANT

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

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

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

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

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

# Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy e.g. Employee, except for headings and titles.

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

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<b>Computer and Electronic Equipment</b>	All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.
<b>Condition Precedent</b>	A condition which must be complied with before We are to be liable for a claim.
<b>Data</b>	All information which is (1) electronically stored, or (2) electronically represented, or (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data, including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.
<b>Data Storage Materials</b>	Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.
<b>Denial of Service Attack</b>	Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.
<b>Employee</b>	Any person who is (1) under a contract of service or apprenticeship with You (2) borrowed by or hired to You (3) a labour master or supplied by a labour master (4) employed by labour only sub-contractors (5) self-employed (6) under a work experience or training scheme (7) regarded as being in Your employment under the terms of any contract or agreement (8) a voluntary helper while working under Your control in connection with The Business (9) an outworker or homeworker when engaged in work on Your behalf.
<b>Endorsement/Endorsements</b>	An alteration to the terms of the policy.
<b>Excess/Excesses</b>	The amount or amounts shown in Your policy or the Schedule which We deduct from each and every claim.

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# Policy Definitions

<b>Failure</b>	Any partial or complete reduction in the <ol style="list-style-type: none"><li>(1) performance, or</li><li>(2) availability, or</li><li>(3) functionality, or</li><li>(4) the ability to recognise or process any data or time, of any<ol style="list-style-type: none"><li>(a) Computer and Electronic Equipment</li><li>(b) electronic means of communication</li><li>(c) website.</li></ol></li></ol>
<b>Loss of Data</b>	Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.
<b>Money</b>	Current <ol style="list-style-type: none"><li>(1) coin, bank and currency notes</li><li>(2) postal and money orders, bankers' drafts, cheques and giro cheques</li><li>(3) crossed warrants, bills of exchange and securities for money</li><li>(4) postage, revenue, national insurance and holiday with pay stamps</li><li>(5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions</li><li>(6) credit company sales vouchers, luncheon vouchers and trading stamps</li><li>(7) VAT invoices.</li></ol>
<b>Period of Insurance</b>	From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for renewal of this policy.
<b>Property Insured</b>	Property Insured as detailed in the Schedule.
<b>Schedule</b>	The document which specifies details of the Policyholder, The Premises, Property Insured and any Excess(es), Endorsements and Conditions Precedent applying to the policy.
<b>Specified Contingency</b>	<ol style="list-style-type: none"><li>(1) Fire</li><li>(2) Lightning</li><li>(3) Explosion</li><li>(4) Aircraft and other aerial devices or articles dropped from them.</li></ol>
<b>Target Stock</b>	Stock in Trade belonging to You or held in trust or on commission by You for which You are responsible comprising of <ol style="list-style-type: none"><li>(1) cigars, cigarettes and tobacco</li><li>(2) wines and spirits</li><li>(3) radio, television, audio, video equipment, tapes, cassettes and discs</li><li>(4) jewellery, watches, precious metals and precious stones</li><li>(5) cameras, binoculars and photographic equipment</li><li>(6) clothing other than furs</li><li>(7) computers, computer equipment and games</li><li>(8) mobile phones and equipment.</li></ol>
<b>The Business</b>	Activities directly connected with The Business described in the statement of fact and specified in the Schedule.
<b>The Premises</b>	The Premises as stated in the statement of fact and specified in the Schedule.

# Policy Definitions

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**Virus or Similar Mechanism**

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment, Data or operations whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

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**We/Us/Our**

Aviva Insurance Ireland DAC

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**You/Your/Policyholder**

The person, persons, company, companies, partnership, partnerships or unincorporated association named in the Schedule as Policyholder.

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# Asset Protection - Property Damage - Specified Contingencies

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## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

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## Damage

Loss, destruction or damage.

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## Property Damage Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim at each separate premises after the application of Average. See Policy Condition 3.

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## Cover

We will indemnify You in respect of Damage to the Property Insured at The Premises by the following Contingencies.

The Sum Insured under each item is subject to Average. See Policy Condition 3.

Property more specifically insured is excluded.

We will not indemnify You in respect of the Property Damage Excess.

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## Contingencies

(1) Fire.

We will not indemnify You in respect of the Damage to that portion of any item caused by its self ignition.

(2) Lightning.

(3) Earthquake.

(4) Explosion.

We will not indemnify You in respect of Damage caused by the bursting of

(a) a boiler

(b) other equipment

where the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You if

(a) the boiler is used only for domestic purposes

(b) fire as a result of explosion causes Damage.

(5) (a) Aircraft

(b) other aerial devices

or articles dropped from them.

(6) (a) Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

We will not indemnify You in respect of Damage caused by work stoppages

(b) Malicious Damage by persons not acting in connection with any political organisation

We will not indemnify You in respect of theft or attempted theft.

(7) Storm or flood.

We will not indemnify You in respect of Damage

(a) due only to change in the water table level

(b) by frost

(c) by subsidence, ground heave or landslip

(d) to fences, gates and moveable property in the open.

(8) Escape of water from any tank, apparatus or pipe.

We will not indemnify You in respect of Damage

(a) caused by water from an automatic sprinkler installation

(b) while The Premises are unoccupied.

(9) Falling trees, radio or television aerials, masts or satellite dishes no bigger than one metre in diameter.

We will not indemnify You in respect of Damage caused

(a) by subsidence, ground heave or landslip

(b) by felling, lopping or pruning of trees

(c) to fences, gates and moveable property in the open.

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# Asset Protection - Property Damage - Specified Contingencies

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- (10) Impact by any road vehicle, including forklift truck, or animal.
- (11) Leakage of fuel from any fixed oil heating installation.
- (12) Theft or attempted theft involving entry into or exit from The Premises by forcible and violent means  
or  
theft involving violence or threat of violence to You, or Your directors or Employees.  
We will not indemnify You in respect of Damage
  - (a) caused by any person lawfully in The Premises
  - (b) where You or Your partners, directors or Employees or any member of Your household is involved
  - (c) from any building or part of any building not capable of being locked.

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## Exclusions

- (Also refer to the Policy Exclusions at the back of this policy booklet).
- We will not indemnify You in respect of
- (1) property more specifically insured
  - (2) consequential loss or damage of any kind
  - (3) the Property Damage Excess.
  - (4) loss destruction or damage caused by pollution or contamination However, We will indemnify You in respect of Damage not otherwise excluded to the Property Insured caused by
    - (a) pollution or contamination which results from a Defined Contingency
    - (b) a Defined Contingency which results from pollution or contamination

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## Cover Extensions

### 1. Glass

Definition of Damage

Accidental loss, destruction or damage.

We will indemnify You in respect of

- (a) breakage (including the cost of boarding up) of glass at The Premises
- (b) (i) Damage to
  - contents of display windows
  - window and door frames(ii) the cost of removing and reinstating obstructions to replacing glass
- (c) breakage of fixed
  - (i) wash hand basins, pedestals, baths, sinks
  - (ii) lavatory bowls, bidets, cisterns
  - (iii) shower trays, splashbacksat The Premises.

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The maximum that We will pay in respect of item (b) (i) and (ii) is €2,400 in the aggregate.

We will not indemnify You in respect of

- (1) breakage of glass in
    - (a) light fittings
    - (b) signs
    - (c) vehicles
    - (d) vending machines
  - (2) breakage
    - (a) to Stock in Trade or goods in trust
    - (b) while The Premises are unoccupied
    - (c) in transit or while being fitted
    - (d) caused by workmen carrying out alterations or repairs to The Premises
  - (3) the Property Damage Excess.
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# Asset Protection - Property Damage - Specified Contingencies

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## 2. Property in Transit

### Definitions

The following definitions apply to this Extension and shall keep the same meaning wherever they appear in the Extension.

### Damage

Accidental loss, destruction or damage.

### Occurrence

An event, or number of events, arising from a single cause.

### Own Vehicle

Any motor vehicle and/or trailer which You own or operate.

### Property Insured

Stock in Trade as defined in the policy Schedule.

### Territorial Limits

Within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

### Tools

Tools, tool kit or test equipment which You own or are hired by You, used by You in connection with The Business.

### Cover

We will indemnify You in respect of

#### (1) Damage to Property

- (a) Damage to the Property Insured while in transit
  - (i) in Your Own Vehicle used in connection with The Business including:
    - loading and unloading
    - and
    - while temporarily stored during transit.
  - (ii) by rail, post or road carrier until delivered to the consignees premises or in the course of return in transit to Your Premises.
- (b) Damage to Your own sheets, ropes, chains, toggles or packing materials while carried on any vehicle.

The maximum We will pay is €3,000 in respect of any one Occurrence.
- (c) Damage to You or Your driver's personal belongings in, or from, any Own Vehicle.

The maximum We will pay is €300 in respect of any one person for any one Occurrence.

We will not indemnify You or Your driver for Damage to any item insured by any other insurance policy.

- (d) Damage to Tools
  - in or from any Own Vehicle
  - and
  - while temporary stored during transit.

The maximum We will pay in respect of any one Occurrence or from any Own Vehicle will be €300 and €1,200 in respect of all Occurrences in any one Period of Insurance.
- (e) Damage to the Property Insured while at exhibitions which do not exceed 7 days duration.

The maximum We will pay in respect of property at exhibition premises will not exceed €6,000 in respect of all Occurrences in any one Period of Insurance.

# Asset Protection - Property Damage - Specified Contingencies

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## (2) Debris Removal

Cost and expenses incurred with Our consent

- (a) in removing debris
- (b) in site clearance
- (c) for transshipment and recovery charges following collision, overturning or impact of Your Own Vehicle or container with any object, or incurred by You to reduce or prevent claims in the Territorial Limits in connection with The Business.

The maximum We will pay will be €3,000 in respect of any one Occurrence.

The maximum We will pay for all losses under (1) (b), (c), (d) and (2) is €6,000 in respect of any one Occurrence.

We will not indemnify You in respect of

- (1) Damage caused by or happening through
  - (a) defective or inadequate packing, insulation or labelling
  - (b) evaporation or ordinary leakage
  - (c) vermin, wear, tear, gradual deterioration or contamination
  - (d) an existing or hidden defect in the Property Insured
  - (e) delay
  - (f) inadequate documentation
  - (g) indirect or consequential loss
  - (h) the Property Insured's own
    - (i) mechanical
    - (ii) electric
    - (iii) electronic
    - (iv) electro magnetic derangement.

However, We will indemnify You if Damage is caused by accidental means.

- (2) Shortage in weight.
- (3) Damage to The Property Insured caused by deterioration or variation in temperature. However, We will indemnify You if such Damage is caused as a result of Your Own Vehicle being directly involved in a road traffic accident.
- (4) Damage caused by or happening through
  - (a) confiscation, requisition or destruction by order of the government or any public authority
  - (b) riot, civil commotion, strikes, locked out workers, persons taking part in a labour disturbance.
- (5) Damage
  - (a) occurring outside the Territorial Limits
  - (b) not connected with The Business.
- (6) Damage to
  - (a) audio and visual equipment
  - (b) clocks and watches
  - (c) computer hardware and software
  - (d) explosives
  - (e) furs and curios
  - (f) gold and silver articles
  - (g) jewellery and precious stones
  - (h) living creatures

# Asset Protection - Property Damage - Specified Contingencies

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- (i) Money and bullion
  - (j) non-ferrous metals
  - (k) rare books and works of art
  - (l) tobacco, cigars and cigarettes
  - (m) wines and spirits
- unless specifically stated in the Schedule.
- (7) Damage caused by theft or attempted theft of or from any unattended Own Vehicle to the Property Insured, Tools or personal belongings.
- However, We will indemnify You, if You have ensured that
- (a) all doors, windows and other points of access have been locked where locks have been fitted
  - and
  - (b) all manufacturer's security devices have been put into effect
  - and
  - (c) the keys have been removed from the unattended Own Vehicle
  - and
  - (d) that unattached trailers have anti-hitching devices fitted and they are put into effect
  - and
  - (e) from 9pm until collected the next day by You or Your driver, the unattended Own Vehicle is
    - (i) parked within a locked building of substantial construction
    - or
    - (ii) parked within a locked compound surrounded by secure walls or fences.
- (8) Damage to the Property Insured or Tools while temporarily stored during transit for periods exceeding thirty consecutive days.
- (9) The Property in Transit Excess.
- 

### 3. Subsidence

#### **Operative only if shown in the Schedule**

We will indemnify You in respect of Damage caused by subsidence of, or ground heave of the site of the Property Insured or landslip.

We will only indemnify You in respect of Damage to

- (a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
  - (b) walls, gates, hedges or fences
- if
- (i) such property is specifically insured by this Section
  - and
  - (ii) Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

- (1) Damage caused by
    - (a) collapse, cracking, shrinking or settlement of any building
    - (b) coastal or river erosion
    - (c) defective design or inadequate construction of foundations
    - (d) demolition, structural alteration or repair
    - (e) settlement or movement of made up ground.
  - (2) Damage as a result of movement of solid floor slabs.
- However, We will indemnify You if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.
- (3) the Subsidence Excess.
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# Asset Protection - Property Damage - All Risks

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## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

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## Damage

Accidental loss, destruction or damage.

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## Defined Contingency

- (1) Fire
  - (2) Lightning or earthquake
  - (3) Explosion
  - (4) Aircraft
  - (5) Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
  - (6) Malicious persons other than thieves
  - (7) Storm or flood
  - (8) Escape of water from any tank, apparatus or pipe
  - (9) Falling trees, radio or television aerials, masts or satellite dishes no bigger than one metre in diameter
  - (10) Impact
  - (11) Leakage of fuel
  - (12) Theft or attempted theft.
- 

## Property Damage Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim at each separate premises after the application of Average. See Policy Condition 3.

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## Cover

We will indemnify You in respect of Damage to the Property Insured at The Premises. The Sum Insured under each item is subject to Average. See Policy Condition 3.

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## Exclusions

(Also refer to the Policy Exclusions at the back of this policy booklet).

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
    - (a) an existing or hidden defect in the property
    - (b) gradual deterioration or wear and tear
    - (c) frost or change in the water table level
    - (d) faulty design of the Property Insured or faulty materials used in its construction
    - (e) faulty workmanship, operating error or omission by You or any Employee
    - (f) the bursting of
      - (i) a boiler
      - (ii) other equipment  
where the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.
  - (2) Damage caused by or consisting of
    - (a)
      - (i) corrosion, rust or rot
      - (ii) shrinkage, evaporation or loss of weight
      - (iii) dampness or dryness
      - (iv) scratching
      - (v) vermin, insects, mould or fungus
    - (b) change in
      - (i) temperature
      - (ii) colour
      - (iii) flavour
      - (iv) texture or finish
-

# Asset Protection - Property Damage - All Risks

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- (c) (i) nipple or joint leakage or failure of welds
- (ii) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
- (d) mechanical or electrical breakdown of the Property Insured.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
- (ii) any subsequent Damage which itself results from a cause not otherwise excluded.

- (3) loss destruction or damage caused by pollution or contamination

However, We will indemnify You in respect of Damage not otherwise excluded to the Property Insured caused by

- (a) pollution or contamination which results from a Defined Contingency
- (b) a Defined Contingency which results from pollution or contamination

- (4) Damage caused by or consisting of

- (a) in respect of buildings only, subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
- (b) normal settlement of new structures
- (c) acts of fraud or dishonesty
- (d) (i) disappearance
- (ii) unexplained or inventory shortage
- (iii) misfiling, misplacing of information or clerical error.

- (5) Damage to

- (a) gates
- (b) fences
- (c) moveable property in the open by
  - (i) wind
  - (ii) rain, hail, sleet or snow
  - (iii) flood
  - (iv) dust.

- (6) Damage by fire to the Property Insured resulting from its undergoing any process involving the application of heat.

- (7) Damage to the Property Insured resulting from its undergoing any process of

- (a) production or packaging
- (b) treatment, testing or commissioning
- (c) servicing or repair.

However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.

- (8) Damage while the building is unoccupied caused by

- (a) escape of water from any tank, apparatus or pipe
- (b) malicious persons.

However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.

- (9) Damage to

- (a) china, earthenware, marble or other fragile objects (not including Stock in Trade)
- (b) a structure caused by its own collapse or cracking.

However, We will indemnify You in respect of this Damage if it results from a Defined Contingency and is not otherwise excluded.

- (10) Damage to

- (a) property in the course of construction including materials for use in the construction
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# Asset Protection - Property Damage - All Risks

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(b) (i) livestock

(ii) growing crops or trees

unless specifically stated as insured in the Schedule.

(11) Damage caused by theft or attempted theft

(a) not involving entry into or exit from The Premises by forcible and violent means.

However this does not apply to cover granted by Clause 9 - Changing Locks

(b) by any person lawfully in The Premises

(c) where You or Your partners, directors or Employees or any member of Your household is involved

(d) from any building or part of any building not capable of being locked.

(12) Damage whilst any building is unoccupied caused by

(a) escape of water from any tank, apparatus or pipe

(b) malicious persons

(c) theft or attempted theft

(13) Damage to property more specifically insured

(14) the Property Damage Excess

(15) Consequential loss or damage of any kind

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## Cover Extensions

### 1. Glass

We will indemnify You in respect of

(a) breakage (including the cost of boarding up) of glass at The Premises

(b) (i) Damage to

• contents of display windows

• window and door frames

(ii) the cost of removing and reinstating obstructions to replacing glass

(c) breakage of fixed

(i) wash hand basins, pedestals, baths, sinks

(ii) lavatory bowls, bidets, cisterns

(iii) shower trays, splashbacks

at The Premises.

The maximum that We pay in respect of item b(i) and (ii) is €2,400 in the aggregate.

We will not indemnify You in respect of

(1) breakage of glass in

(a) light fittings

(b) signs

(c) vehicles

(d) vending machines

(2) breakage

(a) to Stock in Trade or goods in trust

(b) while The Premises are unoccupied

(c) in transit or while being fitted

(d) caused by workmen carrying out alterations or repairs to The Premises

(3) the Property Damage Excess.

---

### 2. Property in Transit

#### Definitions

The following definitions apply to this Extension and shall keep the same meaning wherever they appear in the Extension.

#### Occurrence

An event, or number of events, arising from a single cause.

#### Own Vehicle

Any motor vehicle and/or trailer which You own or operate.

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# Asset Protection - Property Damage - All Risks

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## Property Insured

Stock in Trade as defined in the policy Schedule.

## Territorial Limits

Within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

## Tools

Tools, tool kit or test equipment which You own or are hired by You, used by You in connection with The Business.

## Cover

We will indemnify You in respect of

### (1) Damage to Property

#### (a) Damage to the Property Insured while in transit

- (i) in Your Own Vehicle used in connection with The Business including loading and unloading and while temporarily stored during transit
- (ii) by rail, post or road carrier until delivered to the consignees premises or in the course of return in transit to Your Premises

The maximum We will pay in respect of any one Occurrence is the Limit stated in the Schedule.

#### (b) Damage to Your own sheets, ropes, chains, toggles or packing materials while carried on any vehicle.

The maximum We will pay is €3,000 in respect of any one Occurrence.

#### (c) Damage to Your or Your drivers' personal belongings in, or from, any Own Vehicle.

The maximum We will pay is €300 in respect of any one person for any one Occurrence.

We will not indemnify You or Your driver for Damage to any item insured by any other insurance policy.

#### (d) Damage to Tools

- (i) in or from any Own Vehicle and
- (ii) while temporary stored during transit.

The maximum We will pay in respect of any one Occurrence or from any Own Vehicle will be €300 and €1,200 in respect of all Occurrences in any one Period of Insurance.

#### (e) Damage to the Property Insured while at exhibitions which do not exceed 7 days duration.

The maximum We will pay in respect of property at exhibition premises will not exceed €6,000 in respect of any one exhibition.

### (2) Debris Removal

Cost and expenses incurred with Our consent

- (a) in removing debris
- (b) in site clearance
- (c) for transshipment and recovery charges

following collision, overturning or impact of Your Own Vehicle or container with any object, or incurred by You to reduce or prevent claims in the Territorial Limits in connection with The Business.

The maximum We will pay will be €3,000 in respect of any one Occurrence.

The maximum We will pay for all losses under 1 (b), (c), (d) and 2 is €6,000 in respect of any one Occurrence.

We will not indemnify You in respect of

### (1) Damage caused by or happening through

- (a) defective or inadequate packing, insulation or labelling
- (b) evaporation or ordinary leakage
- (c) vermin, wear, tear, gradual deterioration or contamination

# Asset Protection - Property Damage - All Risks

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(d) an existing or hidden defect in The Property Insured

(e) delay

(f) inadequate documentation

(g) indirect or consequential loss

(h) the Property Insured's own

(i) mechanical

(ii) electric

(iii) electronic

(iv) electro magnetic

derangement.

However, We will indemnify You if Damage is caused by accidental means.

(2) Shortage in weight.

(3) Damage to The Property Insured caused by deterioration or variation in temperature.

However, We will indemnify You if such Damage is caused as a result of Your Own Vehicle being directly involved in a road traffic accident.

(4) Damage caused by or happening through

(a) confiscation, requisition or destruction by order of the government or any public authority

(b) riot, civil commotion, strikes, locked out workers, persons taking part in labour disturbance.

(5) Damage

(a) occurring outside the Territorial Limits

(b) not connected with The Business.

(6) Damage to

(a) audio and visual equipment

(b) clocks and watches

(c) computer hardware and software

(d) explosives

(e) furs and curios

(f) gold and silver articles

(g) jewellery and precious stones

(h) living creatures

(i) Money and bullion

(j) non-ferrous metals

(k) rare books and works of art

(l) tobacco, cigars and cigarettes

(m) wines and spirits

unless specifically stated in the Schedule.

(7) Damage caused by theft or attempted theft of or from any unattended Own Vehicle to The Property Insured, Tools or personal belongings.

However, We will indemnify You, if You have ensured that

(a) all doors, windows and other points of access have been locked where locks have been fitted

and

(b) all manufacturer's security devices have been put into effect

and

(c) the keys have been removed from the unattended Own Vehicle

and

(d) that unattached trailers have anti-hitching devices fitted and they are put into effect

# Asset Protection - Property Damage - All Risks

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- and
  - (e) from 9pm until collected the next day by You or Your driver, the unattended Own Vehicle is
    - (i) parked within a locked building of substantial construction
    - or
    - (ii) parked within a locked compound surrounded by secure walls or fences.
  - (8) Damage to  
The Property Insured or Tools while temporarily stored during transit for periods exceeding thirty consecutive days.
  - (9) the Property in Transit Excess.
- 

### 3. Subsidence

#### **Operative only if shown in the Schedule**

We will indemnify You in respect of Damage to the Property Insured at The Premises caused by subsidence of, or ground heave of the site of the Property Insured or landslide.

We will only indemnify You in respect of Damage to

- (a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
  - (b) walls, gates, hedges or fences
- if
- (i) such property is specifically insured by this Section
  - and
  - (ii) Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

- (1) Damage caused by
    - (a) collapse, cracking, shrinking or settlement of any building
    - (b) coastal or river erosion
    - (c) defective design or inadequate construction of foundations
    - (d) demolition, structural alteration or repair
    - (e) settlement or movement of made up ground.
  - (2) Damage as a result of movement of solid floor slabs  
However, We will indemnify You if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.
  - (3) the Subsidence Excess.
-

# Clauses applying to Asset Protection - Property Damage - Specified Contingencies and to Asset Protection - Property Damage - All Risks

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## Clauses

The following Clauses apply to both the Buildings and Contents items where insured.

### 1. Automatic Reinstatement of Sum Insured

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

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

### 2. Construction and Occupation of the Buildings

Unless otherwise stated in the Schedule the buildings are

- (a) constructed of brick, stone or concrete
- (b) roofed with slates, tiles, concrete, metal or asbestos with no more than 10% of other materials
- (c) occupied for the sole purpose of The Business and otherwise only as offices or a private dwelling.

### 3. Transfer of Interest

If at the time of Damage to a building insured under this Section, You have entered into a contract to sell Your interest in it, but

- (a) the contract has not yet been completed
- (b) the building has not yet been insured by or on behalf of the purchaser

and the purchase is subsequently completed, We will indemnify the purchaser to the extent that this Section insures that building.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

### 4. Basis of Claim Settlement

- (a) If Property Insured other than Stock in Trade, Employees' pedal cycles or personal belongings is destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.  
If such property is only partially destroyed, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, We will not pay more than We would have done if the property had been completely destroyed.
- (b) The property may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.
- (c) All work must begin and be carried out as quickly as possible.
- (d) If at the time of rebuilding or replacement 85% of the cost which would have been required to replace the whole of the Property Insured under that item is greater than the Sum Insured at the time the Damage occurred You will be liable to pay a proportionate share of the loss.
- (e) We will not pay under this clause
  - (i) until You have incurred the cost of replacing or repairing the property
  - (ii) if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
  - (iii) if You do not comply with any of the terms of this clause.
- (f) if We agree to pay You in respect of loss or destruction of or damage to the property insured, We reserve the right to make staged payments and a portion of the agreed sum will be retained by Us until all works are completed within the agreed scope and final invoice submitted

### 5. Professional Fees

The Sum Insured for each building item, includes an amount for professional fees necessarily incurred in reinstating or repairing the Property Insured, following Damage insured under this Section.

We will not indemnify You in respect of fees

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

# Clauses applying to Asset Protection - Property Damage - Specified Contingencies and to Asset Protection - Property Damage - All Risks

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## **6. Debris Removal**

The Sum Insured for each item, except on Stock and materials in trade, includes costs and expenses You incur, with Our consent, for

- (a) removal of debris
- (b) dismantling or demolishing
- (c) shoring up or propping

of the parts of the property which have suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

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

## **7. Temporary Removal**

We will indemnify You in respect of Damage to the Property Insured, other than Stock in Trade, while temporarily removed for

- (a) cleaning
- (b) renovation
- (c) repair.

The maximum We will pay is 15% of the Sum Insured.

## **8. Underground Services**

Where We provide indemnity in respect of Your Buildings, or You are liable as tenant, We will indemnify You in respect of accidental damage to underground

- (a) pipes
- (b) cables

which extend from the Buildings to the public mains.

We will not indemnify You in respect of

- (1) the cost of maintenance
- (2) accidental damage caused by
  - (a) (i) gradual deterioration or wear and tear
  - (ii) corrosion, rust, rot or fungus
  - (iii) vermin or insects
  - (iv) atmospheric or climatic conditions
  - (v) normal settlement or shrinkage
- (b) faulty workmanship, defective design or the use of defective materials.

## **9. Changing Locks**

We will pay for the cost of changing locks at The Premises if keys are lost from

- (a) The Premises
- (b) Your home
- (c) the home of any authorised Employee

following theft or attempted theft

or

whilst in Your custody or that of an Employee following theft involving violence or threat of violence to You or an Employee.

If the keys belong to a safe they must be

- (a) removed from The Premises overnight
- (b) kept in a secure place away from the safe when You or an Employee occupies The Premises.

The maximum We will pay for any one loss is €1,200.

# Clauses applying to Asset Protection - Property Damage - Specified Contingencies and to Asset Protection - Property Damage - All Risks

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## 10. Theft Damage to Buildings

We will indemnify You in respect of Damage to Buildings at The Premises for which You are responsible caused by theft or attempted theft involving entry into or exit from The Premises by forcible and violent means. Our liability will not exceed the total Sum Insured under this Section.

## 11. Loss of Metered Water

We will pay for charges that You are responsible for, if water is accidentally discharged from a metered water system providing service to The Premises.

The maximum that We will pay is €12,000 any one occurrence.

## 12. All Other Contents

This term includes

- (a) documents, manuscripts and business books.
- (b) computer systems records.
- (c) patterns, models, moulds, plans and designs

but only for

- (i) the value of the materials
- (ii) the cost of labour and computer time spent in reproducing them.

The maximum We will pay in respect of computer systems records is €12,000 any one loss.

We will not pay for

- (1) expenses in connection with producing information to be recorded
- (2) the value to You of any information lost.
- (d) Employees' pedal cycles and other personal belongings but only if they are not otherwise insured.

The maximum We will pay for any one person's property is €1,200.

- (e) visitors' personal belongings.

The maximum that We will pay for any one visitors' property is €1,200.

- (f) paintings, curios or other works of art.

The maximum that We will pay is €6,000 in respect of any one item.

- (g) wines, spirits, cigarettes and tobacco held for Your own private entertainment purposes.

The maximum that We will pay is €600 any one loss.

- (h) trade samples and goods in trust held at The Premises.

The maximum that We will pay is €1,200 any one loss.

## 13. Seasonal Increase

We will increase the Sum Insured on each item of stock in the Schedule by 30%

- (a) for the months of November, December and January or for any other three month period selected by You and stated in the Schedule
- (b) for seven days before and after bank holidays.

## 14. European Union & Public Authorities

Following Damage as insured under this Section, to any item on buildings, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (a) European Community Legislation
- (b) Act of the Oireachtas
- (c) Bye-Laws of any Public Authority.
- (d) Where applicable UK legislation.

We will not indemnify You in respect of

- (1) costs incurred
  - (a) in respect of Damage not insured by this Section

# Clauses applying to Asset Protection - Property Damage - Specified Contingencies and to Asset Protection - Property Damage - All Risks

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

The reinstatement of the property

- (a) must begin and be carried out as quickly as possible
- (b) may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.

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

The maximum We will pay under this clause in respect of any one item is the item Sum Insured.

## 15. Business Cover Away from The Premises

In respect of Trade Fixtures, Fittings, Utensils and All Other Contents belonging to You or held by You in trust for which You are responsible We will indemnify You in respect of Damage to the Property Insured whilst anywhere in the European Union including whilst in transit thereto and therefrom.

The maximum We will pay in respect of this clause is 15% of the Sum Insured

Or

€3,000 in respect of any one item.

We will not indemnify You in respect of

- (1) Damage caused by
  - (a) faulty design of the Property Insured or faulty materials used in its construction
  - (b) faulty workmanship
  - (c) change in temperature
  - (d) (i) rot
    - (ii) vermin or insects
    - (iii) scratching
  - (e) acts of fraud or dishonesty
  - (f) mechanical or electrical breakdown of the Property Insured
  - (g) (i) unexplained or inventory shortage
    - (ii) misfiling or misplacing of information
    - (iii) clerical error
  - (h) depreciation, gradual deterioration or wear and tear.
- (2) Damage caused by theft or attempted theft
  - (a) where You or Your partners or any Employee or any member of Your household is involved
  - (b) from any unattended vehicle where
    - (i) all doors and windows have not been locked
    - (ii) the vehicles are not garaged in a locked building or locked and secured in a fully enclosed yard or compound when left overnight.
- (3) Damage to the Property Insured caused by
  - (a) its undergoing any process including
    - (i) testing
    - (ii) repairing
    - (iii) adjusting
    - (iv) servicing or maintenance

# Clauses applying to Asset Protection - Property Damage - Specified Contingencies and to Asset Protection - Property Damage - All Risks

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- (b) escape of water from any tank, apparatus or pipe while contained in a building which is unoccupied.

## 16. Capital Additions

We will indemnify You in respect of loss, destruction or damage to

- (1) newly built and/or newly acquired buildings and/or trade fixtures and fittings
- (2) alterations, additions and improvements to buildings and/or trade fixtures and fittings, but not in respect of any appreciation value

situate anywhere in the Republic of Ireland.

The maximum We will pay in respect of any one location under this Clause is

- (a) 10% of the total Buildings and trade fixtures and fittings Sum Insured by this Section

or

- (b) €500,000

whichever is the lower.

You must provide Us with details of these extensions as soon as possible, but at least within six months and specifically insure such extensions with Us, from the date Our exposure commenced.

## 17. Fire Brigade Damage to Gardens

We will indemnify You in respect of costs and expenses necessarily incurred in reinstating or repairing landscape gardens and grounds following damage caused by Fire Brigade equipment or personnel in the course of combating fire.

The maximum We will pay in respect of any one occurrence is €1,200.

## 18. Lamps, Signs and Nameplates

We will indemnify You in respect of Damage to The Business

- (a) Lamps
- (b) Signs
- (c) Nameplates

at The Premises.

The maximum that We will pay in respect of any one item is €600.

## 19. Trace and Access

We will pay reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage
- and

- (2) any repairs directly arising from 1

caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

We will not indemnify You in respect of costs or expenses incurred where Damage results solely from a change in the water table level.

The maximum We will pay is €12,000 in any one Period of Insurance.

## 20. Interested Parties

In the event of Damage as insured by this Section interested parties must declare the nature and extent of their interest.

## 21. Mortgagees

The interest of Your mortgage company is noted in respect of the Property Insured under this Section.

In addition, the rights of any mortgagee or lessor shall not be prejudiced by any act or neglect committed by You or anyone on The Premises, provided the mortgagee or lessor shall immediately on becoming aware of such act give Us notice in writing and pay any additional premium We may require.



# Clauses applying to Asset Protection - Property Damage - Specified Contingencies and to Asset Protection - Property Damage - All Risks

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## **22. Motor Vehicles**

You may keep motor vehicles used in connection with The Business in any building insured under this Section.

We will indemnify You in respect of Damage to the vehicle or contents of the vehicle other than any amount in excess of any amount recoverable under any other specific insurance.

## **23. Tenancy**

Where We provide indemnity in respect of Your Buildings Your interest in the insurance by this Section will not be affected by any act or neglect of the tenants of any building insured if the danger of loss or damage is increased without Your knowledge, provided You notify Us in writing immediately on becoming aware of such act and pay any additional premium We may require.

## **24. Fire Brigade Charges**

We will pay for fire brigade attendance fees charged by any local authority to You following Damage at The Premises caused by fire provided

- (a) the brigade attend The Premises
- (b) the Damage results in a loss payable under this Section

The maximum We will pay is €10,000 any one occurrence.

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# Asset Protection - Property Damage - Specified Contingencies and Asset Protection - Property Damage - All Risks

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## Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

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## Conditions Precedent

The following Conditions Precedent apply.

### 1. Due Care

It is a Condition Precedent to Our liability under Cover Extension 2 Property in Transit that

You must

- (a) take all reasonable measures to
  - (i) prevent Damage
  - and
  - (ii) secure loads properly
  - and
  - (iii) maintain Your Own Vehicle in accordance with current law
  - and
  - (iv) ensure any Own Vehicle is suitable for the purpose for which it is to be used
- (b) allow Us access to examine any Own Vehicle which You operate or premises from which You operate.

### 2. Temporary Storage

It is a Condition Precedent to Our liability under Cover Extension 2 Property in Transit that if the Property Insured or Tools are temporarily stored on or off Own Vehicles in Your buildings

You must ensure that all points of access to Your buildings are securely closed and locked, where locks have been fitted, when

- (a) they are left unattended
  - or
  - (b) You are closed for business.
-

# Asset Protection - Money and Assault

## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

## Bodily Injury

Bodily injury by violent and visible means which, directly and independently of any other cause, results in death or disablement.

## Business Hours

Your normal working hours and any other period during which You or any Employee, entrusted with Money is on The Premises in connection with The Business.

## Insured Person

You or Your directors, principals or Employees.

## Loss of Limb

- (1) severance at or above the wrist or ankle  
or
- (2) total and permanent loss of use of a hand, arm, foot or leg.

## Cover

### Money

We will indemnify You in respect of

(1) loss of Money, which

(a) belongs to You

or

(b) You are responsible for

in connection with The Business up to the Limit Any One Loss set against each item in the Specification below

(2) loss or damage to

(a) any case, bag, or waistcoat used for carrying Money following theft or attempted theft

(b) clothing and personal belongings owned by You, Your principals or any Employee up to a limit of €650 per person following theft or attempted theft involving violence or threat of violence away from The Premises.

## Specification

### Item 1

	Limit Any One Loss
Stamped National Insurance Cards, crossed cheques, crossed giro cheques, crossed money orders, crossed postal orders, crossed bankers' drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices.	€325,000

### Item 2 - Money other than described in Item 1

	Limit Any One Loss
(a) in transit or in a bank night safe until removed by a bank official	As stated in the Any other loss of Money Limit in the Schedule
(b) on contract sites while You or any Employee is working there	As stated in the Any other loss of Money Limit in the Schedule
(c) at Your home or the home of any Employee or principal	€650

# Asset Protection - Money and Assault

## Item 3 - Money other than described in Item 1 on The Premises

	Limit Any One Loss
(a) during Business Hours	As stated in the Any other loss of Money Limit in the Schedule
(b) contained in a locked safe outside Business Hours	As stated in the Any other loss of Money Limit in the Schedule
(c) not contained in a locked safe outside Business Hours	€500
(d) in vending or gaming machines on The Premises	€500

### Exclusions

(Also refer to the Policy Exclusions at the back of this policy booklet).

We will not indemnify You in respect of

- (1) shortages due to clerical or accounting errors
- (2) loss due to the dishonesty of Your principals or any Employee
  - (a) not discovered within seven working days of the loss
  - (b) where a more specific insurance is in force, except for any amount in excess of that insurance
- (3) loss of Money from unattended vehicles
- (4) loss or damage outside The Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### Cover

#### Assault

We will pay compensation to You for Bodily Injury to an Insured Person caused by theft or attempted theft, which happens in the course of The Business and results in any of the following contingencies

- (1) death - occurring within 24 months of Bodily Injury
- (2) total and permanent loss of sight in one or both eyes - occurring within 24 months of Bodily Injury
- (3) loss of one or more limbs - occurring within 24 months of Bodily Injury
- (4) any other total and permanent disablement which, after 24 months of the occurrence, prevents the Insured Person from pursuing any occupation
- (5) total disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing their normal occupation
- (6) partial disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing a substantial part of their normal occupation
- (7) fracture of pelvis, hip, leg, kneecap, foot, ankle, arm, elbow, wrist, hand, skull, shoulderblade, collarbone, breastbone or ribs
- (8) internal injuries which require surgery.

#### Clauses

##### 1. Amounts Payable

- (a) We will pay
  - (i) weekly compensation at 4 weekly intervals
  - (ii) compensation under contingencies (5) and (6) for a maximum of 2 years from the date that the disablement started
- (b) weekly compensation being paid for the same injury will end if We pay compensation under any of contingencies (1) - (4)
- (c) insurance will end for the Insured Person if We pay compensation under any of contingencies (1) - (4), (7) or (8)

# Asset Protection - Money and Assault

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(d) We will pay the following compensation

Contingency Number	Compensation
(1)	€10,000
(2)	€10,000
(3)	€10,000
(4)	€10,000
(5)	€100 per week
(6)	€50 per week
(7)	€3,000
(8)	€2,000.

## 2. Medical Evidence

(a) We may require

(i) an Insured Person to undergo medical examination  
or

(ii) a post mortem to be carried out ~  
at Our expense.

(b) You, or Your legal representative will supply to Us, at Your expense, any

- (i) Certificate
- (ii) Information
- (iii) evidence

in the format We require.

## 3. Medical Expenses

We will pay for medical expenses which You have receipts for.

We will not pay medical expenses incurred in respect of any stay as an in-patient in any medical establishment.

The maximum We will pay is €5,000.

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## Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

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## Conditions Precedent

The following Conditions Precedent apply.

### 1. Records and Key Security

It is a Condition Precedent to Our liability that

- (a) You shall keep a complete record of Money in a secure place other than in a safe or strongroom containing Money
- (b) outside Business Hours the safe or strong room will be kept locked and the keys removed from The Premises unless The Premises are occupied by You or any authorised Employee in which case the keys will be kept in a secure place away from any safe or strongroom.

### 2. Money in Transit

It is a Condition Precedent to Our liability for Money (other than stamped National Insurance Cards, crossed cheques, crossed giro cheques, crossed money orders, crossed postal orders, crossed bankers' drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices) in transit that it be accompanied by the following number of persons

- (a) up to €5,000 1 person
- (b) over €5,000 and up to €10,000 2 persons
- (c) over €10,000 and up to €16,000 3 persons
- (d) over €16,000 - an approved security firm is required

Our liability will not exceed the limits stated in the Schedule.

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# Asset Protection - Frozen Foods

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## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

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## Damage

Loss, destruction or damage.

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## Cover

We will indemnify You in respect of Damage, by deterioration or contamination, to food belonging to You or for which You are responsible, while contained in any refrigeration unit due to

- (1) a change in temperature as a result of
  - (a) the breaking, distortion or burning out of any part of the
    - (i) unit
    - (ii) unit wiring
    - (iii) supply cable to the unit, including the plug and fuse caused by mechanical or electrical defects in the unit while it is being used under normal working conditions
  - (b) failure of temperature controls to operate correctly
  - (c) accidental failure of the public electricity supply but only if this is not deliberately caused by the supply authority.
- (2) accidental leakage of refrigerant or refrigerant fumes from the unit.

The Sum Insured under this Section is subject to Average. See Policy Condition 3.

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## Exclusions

(Also refer to the Policy Exclusions at the back of this policy booklet).

We will not indemnify You in respect of

- (1) Damage caused by
    - (a) wear and tear, deterioration or gradually developing flaws or defects in the unit
    - (b) failure to correctly set any temperature controls
  - (2) 10% of each and every loss (minimum €30) following the application of Average where Damage involves refrigerating units over 5 years old at the time of Damage
  - (3) Any unit which is more than 10 years old.
- 

## Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

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## Condition Precedent

The following Condition Precedent applies.

### 1. Maintenance

It is a Condition Precedent to Our liability that on the expiry of any guarantee period, You will arrange a maintenance contract on any refrigeration unit which does not have an airtight, sealed motor and compressor.

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# Revenue Protection - Business Interruption

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## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### Notes

- (1) All terms in this Section exclude value added tax to the extent that You are accountable to the tax authorities for value added tax.
- (2) Any adjustment made for current cost accounting will be ignored.

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### Item on Income

#### Damage

As described in the Property Damage Section.

#### Income

The money paid or payable to You for goods sold and delivered and for services rendered less the purchase cost of stock or materials.

#### Indemnity Period

The period during which The Business results are affected due to the Damage, starting from the date of the Damage and lasting no longer than the Maximum Indemnity Period.

#### Maximum Indemnity Period

The number of months stated in the Schedule.

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### Item on Book Debts

#### Customers' Accounts

Your accounts for all customers who trade with You on a credit or hire purchase basis.

#### Damage

Accidental loss, destruction or damage.

#### Book Debts

The total last recorded by You under the provisions of Conditions Precedent 2 Debit Recording adjusted for

- (1) bad debts
- (2) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to Customers' Accounts in the period between the date to which the last statement relates and the date of the Damage, and
- (3) any abnormal condition of trade which had or could have had a material effect on The Business.

The figures adjusted will represent as near as possible, the figures which would have been obtained at the date of the Damage had the Damage not occurred.

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## Cover

### 1. Income

We will indemnify You in respect of loss of Income resulting from Damage to property used by You at The Premises for the purpose of The Business to the extent of Cover under the Property Damage Section and where liability is admitted under a policy of insurance covering Your interest in such property.

The amount payable will be

- (a) the amount by which the Income falls short of the Income which would have been received during the Indemnity Period due to the Damage
- (b) any additional expense You incur to prevent or limit the reduction in Income during the Indemnity Period due to the Damage.

We will not pay more than We would pay under (a) above.

- (c) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section

less any savings during the Indemnity Period in respect of business charges or expenses payable out of Income which reduce or stop due to the Damage.

The total amount payable during any Period of Insurance is the Limit stated in the Schedule.

# Revenue Protection - Business Interruption

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## 2. Book Debts

We will indemnify You in respect of loss sustained by You for Book Debts directly due to Damage at The Premises to Your books of account, other business books or records.

The amount payable in respect of any one occurrence of Damage will not exceed

- (a) the difference between
  - (i) the Book Debts
  - and
  - (ii) the total of the amounts received or traced
- (b) the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage
- (c) if We require any information to verify a claim Your professional accountants at the time of the claim may produce and report details contained in business books or records. Their report will be accepted as prima facie evidence of the details.

We will pay Your professional accountant's charges for

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

The maximum We will pay for any claim, including professional accountant's fees, is the limit stated in the Schedule.

We will not indemnify You in respect of

- (1) loss due to records being mislaid or misfiled
- (2) loss arising from deliberate falsification of records
- (3) failure to collect debts which have been traced and established.

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## Cover Extension

### 1. Additional Expenses Extension – Employee Lottery Win

We will indemnify You in respect of any additional expense You incur to prevent or limit a reduction in Income during the Indemnity Period due to an Employee or group of Employees resigning from his/her or their post(s) within Your business as a direct consequence of their securing a win in a Lottery, including but not limited to:

- (i) recruitment and additional overtime costs
- (ii) the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

We will not indemnify you unless

- (a) the Employee or group of Employees resign within fourteen days from the date of the successful Lottery win,
- and
- (b) the amount won by any one Employee is not less than €120,000.

For the purposes of this extension

- (a) Indemnity Period means the period during which The Business results are affected due to an Employee or group of Employees resigning from his/her or their post(s) within Your business as a direct consequence of their securing a win in a Lottery, starting from the date of their first departure.
- (b) Maximum Indemnity Period means one month.

The maximum We will pay under this extension is €60,000 in any one Period of Insurance.

For the purposes of this extension only, Lottery means:

- (1) UK National Lottery Prize Draws including Scratchcards
- (2) UK National Football Pools (Littlewoods and Vernons)
- (3) Euro Millions Lottery
- (4) Irish National Lottery
- (5) UK Premium Bond Prize Draws.



# Revenue Protection - Business Interruption

## Clauses

We will also indemnify You in respect of loss of Income as insured under this Section resulting from

### 1. Prevention of Access

Physical loss of or physical damage to property within one kilometre distance of the boundary of The Premises which physically prevents or restricts access to or use of The Premises.

We will not provide cover for

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

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

### 2. Boilers

Damage to boilers or other equipment in which internal pressure is due to steam only on The Premises.

### 3. Disease, Infestation and Defective Sanitation

The occurrence of

- (a) an illness sustained by any person caused by food or drink poisoning directly attributable to food or drink supplied from The Premises
- (b) a Specified Disease contracted by any person at The Premises
- (c) vermin or pests or an accident which causes defects in the drains or other sanitary arrangements (i.e. sinks, sewers, gutters and other physical infrastructure designed to take waste away from the Premises), at The Premises where use of The Premises is restricted on the order or advice of the local or government authority.
- (d) the discovery of an organism at The Premises which is likely to result in any person contracting an illness caused by food or drink poisoning or a Specified Disease
- (e) murder or suicide at The Premises.

The maximum We will pay in the aggregate under this clause is €25,000 during the Period of Insurance.

For the purpose of this clause

- (a) Specified Disease means Acute-encephalitis, Acute poliomyelitis, Anthrax, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Rabies, Rubella, Scarlet fever, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Whooping cough
- (b) Indemnity Period means the period during which the results of The Business are affected due to the accident, occurrence or discovery starting from the date The Premises are closed or their use is restricted and ending not later than 3 months from the date the Premises are closed or their use restricted.

We will not indemnify You in respect of

- (a) costs incurred in cleaning, repair, replacement, recall or checking of property
- (b) loss arising from premises other than those directly subject to the occurrence

### 4. Public Utilities

Accidental failure of public supplies of electricity or gas or water at the terminal ends of the public supply undertakings' feed to The Premises.

We will not indemnify You in respect of

- (a) accidental failure which lasts less than 30 minutes
- (b) the deliberate act of any supply authority
- (c) the exercise of any supply authority power to withdraw or restrict supply
- (d) industrial action
- (e) drought.

The maximum We will pay in the aggregate anyone period of insurance is €25,000.

# Revenue Protection - Business Interruption

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## 5. Suppliers

Damage to any of Your suppliers' premises within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man by any cause included under the Property Damage Section.

We will not indemnify You in respect of Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

The maximum We will pay under this clause will not exceed €30,000 in respect of any one occurrence.

## 6. Telecommunications

Accidental failure of the supply of telecommunication services at the incoming line terminals or receivers at The Premises.

We will not indemnify You in respect of accidental failure

- (a) caused by the deliberate act of any supply authority
- (b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (c) caused by industrial action
- (d) drought or other weather conditions unless equipment has been damaged
- (e) lasting less than 24 consecutive hours

The maximum We will pay will be

- (i) €120 for each day in respect of any one failure
- (ii) €3,000 in respect of all failures in any one Period of Insurance.

## 7. Transit

Damage to Your property while in transit by

- (a) road
  - (b) rail
  - (c) inland waterway
- all in the Republic of Ireland.

The undernoted property is not included

- (i) road or rail vehicles
- (ii) waterborne craft.

The maximum We will pay under this clause will not exceed €6,000 in respect of any one occurrence.

## 8. Loss of Attraction

Damage to property or premises within one kilometer distance of the boundary of The Premises causing a diminution of attraction to The Premises

The provisions of Clause 1. Automatic Reinstatement of Sum Insured under Clauses applying to Asset Protection do not apply to this clause.

We will not provide cover for

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

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

## 9. Claim Settlement

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

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# Revenue Protection - Business Interruption

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## Endorsements and Conditions Precedent

The Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

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## Endorsement

The following Endorsement applies

### Alteration

We will not indemnify You in respect of this Section if

The Business is

- (i) wound up or carried on by a liquidator or receiver
- (ii) permanently discontinued

However, We will indemnify You if We issue written agreement stating otherwise.

The following Conditions Precedent apply

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## Conditions Precedent

### 1. Claims Procedures

It is a Condition Precedent to Our liability that You will

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or diminish the loss
- (b) at Your expense, provide Us with
  - (i) a written claim
  - and
  - (ii) details of other insurances covering the Damage or loss resulting from it within 30 days after the expiry of the Indemnity Period or such further time that We may allow
  - (iii) books, records and documents We require to assess Your claim
- (c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

### 2. Debit Recording

It is a Condition Precedent to Our liability that at the end of each quarter You must record the total amount outstanding in Your Customers' Accounts. You must keep this information in a different building to that containing Your accounting and other business records.

This information may be maintained by Your accountant.

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# Revenue Protection - Loss of Licence

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<b>Definitions</b>	(Also refer to the Policy Definitions at the front of this policy booklet). The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.
<b>Loss of Licence</b>	(1) forfeiture due to licencing regulations (2) refusal to renew by the licensing authority due to causes beyond Your control.
<b>Licence</b>	Licence for the sale of excisable liquor.
<b>Cover</b>	We will pay You for reduction in the value of Your interest in (1) The Premises or (2) The Business following Loss of Licence.  The most We will pay is the Limit of Liability stated in the Schedule. In addition We will also pay for costs and expenses, incurred with Our written consent where You appeal against the Loss of Licence.
<b>Exclusions</b>	(Also refer to the Policy Exclusions at the back of this policy booklet). We will not pay (1) where You can obtain statutory compensation for Loss of Licence (2) where Loss of Licence arises out of (a) any town or country planning, improvement or redevelopment (b) compulsory purchase or surrender (c) reduction or redistribution of licences (d) a change in the law. (3) where forfeiture of or refusal to renew the licence be occasioned wholly or partly by Your failure or Beneficial Licence Holder (as defined in the Finance Act 1992) to produce a Tax Clearance Certificate as required by the Finance Act 1992 or any subsequent Statutory Amendment(s) thereto
<b>Endorsements and Conditions Precedent</b>	The Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.
<b>Conditions Precedent</b>	The following Conditions Precedent apply <b>1. Change in Risk</b> It is a Condition Precedent to Our liability that You shall notify Us in writing immediately You become aware of (a) a change in tenancy or management of The Premises (b) a transfer or proposed transfer of the Licence (c) a complaint against The Premises or the control of The Premises (d) any action against the (i) Licence holder (ii) manager (iii) tenant or other occupier of The Premises for any breach of the licensing law, or any other matter where the integrity of the person concerned is brought into question (e) objection to renewal of the Licence, or other reasons which could endanger the Licence or its renewal. <b>2. Notification</b> It is a Condition Precedent to Our liability that in the event of Loss of Licence, You must inform Us in writing within 24 hours. You are also required to provide any assistance or information We may request.

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# Legal Liabilities - Employers' Liability

<b>Definitions</b>	<p>(Also refer to the Policy Definitions at the front of this policy booklet).</p> <p>The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.</p>
<b>Asbestos</b>	Asbestos, asbestos fibres or any derivatives of asbestos.
<b>Bodily Injury</b>	Bodily injury including death, illness, disease or nervous shock.
<b>Compensation</b>	Damages, including interest.
<b>Costs and Expenses</b>	<p>(1) Fees for Your legal representation at</p> <ul style="list-style-type: none"><li>(a) any coroner's inquest or fatal accident inquiry</li><li>(b) proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty</li></ul> <p>(2) costs and expenses incurred with Our written consent</p> <p>(3) any claimant's legal costs for which You are legally liable in connection with any event which is or may be the subject of indemnity under this Section.</p>
<b>Limit of Indemnity</b>	The maximum amount, stated in the Schedule, including Costs and Expenses, which We will pay in respect of any or all claims arising out of one cause.
<b>Territorial Limits</b>	<p>Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.</p> <p>We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.</p>
<b>The Defined Territories</b>	Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or offshore installations within the Continental Shelf around such territories.
<b>Cover</b>	<p>We will indemnify You against</p> <ul style="list-style-type: none"><li>(1) Your legal liability to pay Compensation and</li><li>(2) Costs and Expenses</li></ul> <p>In respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment with You in The Business within the Territorial Limits.</p> <p>The maximum We will pay is the Limit of Indemnity.</p>
<b>Clauses</b>	<p><b>1. Additional Activities</b></p> <p>The Business includes</p> <ul style="list-style-type: none"><li>(a) ownership, use and upkeep of The Premises, vehicles and plant</li><li>(b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee</li><li>(c) first aid, fire, security and ambulance services</li><li>(d) participation in exhibitions</li><li>(e) private work by any Employee, with Your prior consent, for You or any director or Employee.</li></ul> <p><b>2. Cross Liabilities</b></p> <p>We will indemnify each party</p> <ul style="list-style-type: none"><li>(a) named as the Policyholder in the Schedule</li><li>(b) entitled to indemnity under this Section</li></ul> <p>as if a separate policy had been issued to each.</p> <p>The total amount payable will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.</p>

# Legal Liabilities - Employers' Liability

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## 3. Indemnity to Other Persons

We will indemnify

- (a) Your personal representatives in respect of legal liability You incur
  - (b) at Your request
    - (i) any director, partner or proprietor or Employee of Yours
    - (ii) the officers, committees and members of Your
      - canteen, social, sports, educational and welfare organizations
      - first aid, fire, security and ambulance services
    - (iii) any principal for whom You are carrying out a contract to the extent required by the contract conditions
- or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

## 4. Legal Expenses Arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee in respect of

- (a) legal fees and expenses incurred with Our written consent in defending proceedings, including appeals
- (b) prosecution costs awarded against You or any director, partner, proprietor or Employee arising from any health and safety inquiry or criminal proceedings in respect of any breach of health and safety legislation of the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not indemnify You

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of
  - (a) fines or penalties
  - (b) proceedings resulting from any deliberate act or omission by any party claiming to be indemnified
  - (c) proceedings relating to the health and safety of any person other than an Employee
- (3) where indemnity is provided by another insurance policy.

## 5. Our Right of Recovery

The indemnity is in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

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

## 6. Payment for Court Attendance

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

The maximum We will pay is

- (a) for each director or partner €300 per day
- (b) for each Employee €180 per day.

## 7. Unsatisfied Court Judgements

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

# Legal Liabilities - Employers' Liability

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Payment will only be made where

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

## 8. Contractual Liability

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

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

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## Exclusions

(Also refer to the Policy Exclusions at the back of this policy booklet).

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
  - (a) accommodation, exploration, drilling or production rig or platform.
  - (b) support vessel.
- (2) Bodily Injury sustained by any Employee when such person is
  - (a) carried in or upon a vehicle
  - (b) entering or getting on to, or alighting from, a vehicle where any road traffic legislation requires insurance or security.
- (3)
  - (a) liquidated damages
  - (b) penalty clauses
  - (c) fines
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (4) We will not provide indemnity in respect of
  - (a) exposure to
  - (b) inhalation of
  - (c) fears of the consequences of exposure to or the inhalation of Asbestos including any product containing Asbestos.

However this exclusion will not apply to Bodily Injury sustained by any Employee engaged by You within any of The Defined Territories where the provisions of law relating to the compulsory insurance of liability to employees requires that indemnity must be provided.

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## Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent which are stated in the Schedule as applying.

(also refer to the Policy Conditions at the back of this policy booklet)

The following conditions apply to this Section.

### 1. Suspension of Cover

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

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# Legal Liabilities - Public and Products Liability

<b>Definitions</b>	(Also refer to the Policy Definitions at the front of this policy booklet). The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.
<b>Asbestos</b>	Asbestos, asbestos fibres or any derivatives of asbestos.
<b>Bodily Injury</b>	Bodily injury including death, illness, disease or nervous shock.
<b>Compensation</b>	Damages, including interest.
<b>Costs and Expenses</b>	(1) Fees for Your legal representation at <ol style="list-style-type: none"><li>any coroner's inquest or fatal accident inquiry</li><li>proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty</li></ol> (2) costs and expenses incurred with Our written consent (3) any claimant's legal costs for which You are legally liable in connection with any event which is or may be the subject of indemnity under this Section.
<b>Damage</b>	Physical <ol style="list-style-type: none"><li>loss</li><li>destruction</li><li>damage.</li></ol>
<b>Limit of Indemnity</b>	The maximum amount, stated in the Schedule, which We will pay in respect of any event or all events of a series consequent on or attributable to one original cause. In respect of Products Supplied or Pollution or Contamination, the Limit of Indemnity will apply to the total of all claims occurring in any one Period of Insurance.
<b>Personal Injury</b>	(1) Bodily Injury (2) wrongful <ol style="list-style-type: none"><li>arrest, detention or imprisonment</li><li>eviction</li><li>accusation of shoplifting.</li></ol> The maximum amount We will pay in respect of any or all claims arising under (2) above is €50,000 in any one Period of Insurance.
<b>Pollution or Contamination</b>	(1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.
<b>Products Supplied</b>	Anything which is <ol style="list-style-type: none"><li>manufactured, sold, supplied, processed or treated</li><li>repaired, serviced or tested</li><li>installed, constructed, erected or transported</li></ol> by You or on Your behalf and which is no longer owned by You or in Your custody or control.
<b>Property</b>	Material property.
<b>Territorial Limits</b>	Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.
<b>The Defined Territories</b>	Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or offshore installations within the Continental Shelf around such territories.



# Legal Liabilities - Public and Products Liability

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## Cover

We will indemnify You against

- (1) Your legal liability for Compensation and

- (2) Costs and Expenses

in respect of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

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

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

However, in respect of any claim brought in

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

or

- (2) Canada

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

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## Clauses

### 1. Additional Activities

The Business includes

- (a) ownership, use and upkeep of Your premises, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any Employee, with Your prior consent, for You or any director, partner, proprietor or Employee.

### 2. Cross Liabilities

We will indemnify each party

- (a) named as the Policyholder in the Schedule
- (b) entitled to indemnity under this Section as if a separate policy had been issued to each.

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

### 4. Indemnity to Other Persons

We will indemnify

- (a) Your personal representatives in respect of legal liability You incur
- (b) at Your request

- (i) any director, partners or proprietor or Employee of Yours
- (ii) the officers, committees and members of Your
  - canteen, social, sports, educational and welfare organisations
  - first aid, fire, security and ambulance services

- (iii) any principal for whom You are carrying out a contract to the extent required by the contract conditions

or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

The total amount which We will pay will not exceed the Limit of Indemnity regardless of the number of parties claiming to be identified.

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# Legal Liabilities - Public and Products Liability

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## 5. Legal Expenses Arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) prosecution costs awarded against You or any director, partner, proprietor or Employee

arising from any health and safety inquiry or criminal proceedings in respect of any breach of health and safety legislation of the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not indemnify You

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

## 6. Liability for Hired or Rented Premises

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

We will not indemnify You in respect of

- (a) the first €300 Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion
- (b) liability imposed on You solely by reason of the terms of the hiring or renting agreement
- (c) Damage caused by fire or any other peril against which the hiring or renting agreement specifies that insurance is taken out by You.

## 7. Motor Contingent Liability

We will indemnify You in respect of Your legal liability as a result of accidental

- (a) Bodily Injury  
and/or

- (b) Damage to property

arising out of the use

- (i) in Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and
- (ii) in connection with The Business

of any motor vehicle or trailer or goods not belonging to or provided by You.

We will not indemnify You

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

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## 8. Overseas Personal Liability

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

We will also indemnify any accompanying spouse and children.

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

We will not provide indemnity

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

## 9. Payment for Court Attendance

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

The maximum We will pay is

- |                                  |               |
|----------------------------------|---------------|
| (a) for each director or partner | €300 per day  |
| (b) for each Employee            | €180 per day. |

## 10. Personal Belongings

We will indemnify You in respect of Your legal liability as a result of accidental Damage to vehicles or personal belongings which You do not own but which are in Your custody or control.

We will not indemnify You where this Property is

- (1) stored for a fee or other consideration
- (2) in Your custody or control for the purposes of being worked on.

## 11. North American Products Supplied Exclusion

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

## 12. Contractual Liability

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

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

Please note that Clause 3 has been removed and as such does not appear in the above section

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## Exclusions

(Also refer to the Policy Exclusions at the back of this policy booklet).

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by You or on Your behalf or by any person entitled to indemnity under this Section of any
  - (a) aircraft, aerial device or hovercraft
  - (b) watercraft exceeding 8 metres in length
  - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation.

# Legal Liabilities - Public and Products Liability

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- (3) Damage to Property
  - (a) which You own or is loaned, leased, hired or rented to You
  - (b) which is held in trust or in the custody or control of
    - You
    - any Employee
    - any other party who is carrying out work on Your behalfother than in the circumstances described in Clause 6. Liability for Hired or Rented Premises or Clause 10. Personal Belongings.
- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract)
- (5) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract
- (6) any Products Supplied which could affect
  - (a) the navigation, propulsion or safety of any aircraft or other aerial device
  - (b) the safety or operation of nuclear installations
- (7) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
- (8)
  - (a) work in or on and travel to, from or within
    - or
  - (b) Products Supplied to any offshore
    - accommodation, exploration, drilling or production rig or platform
    - support vessel
- (9) the disposal of assets other than furniture and office equipment previously used in the course of The Business.
- (10) recalling or making refunds in respect of Products Supplied
- (11)
  - (a) liquidated damages
  - (b) penalty clauses
  - (c) fines
  - (d) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- (12) liability imposed on You solely by reason of the terms or any contract conditions or agreement in connection with Products Supplied.
- (13)
  - (a) exposure to
  - (b) inhalation of
  - (c) fears of the consequences of exposure to or the inhalation of
  - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos

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## Endorsements and Conditions Precedent

This section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

(also refer to the Policy Conditions at the back of this policy booklet)

The following conditions apply to this Section.

### 1. Suspension of Cover

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

# Legal Liabilities - Commercial Legal Protection

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## Introduction

The claims service for Legal Liabilities -Commercial Legal Protection is administered by ARAG Legal Protection Limited (ARAG) on Our behalf. We have chosen ARAG as the claims administrator for this cover in view of their expertise and many years in dealing with legal disputes for customers.

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

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

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## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.

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## Appointed Representative

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

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## Costs and Expenses

### (1) Legal Costs

- (a) All reasonable and necessary costs the Appointed Representative charges on a party/party basis.
- (b) 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.

### (2) Accountant's Costs

A reasonable amount for all reasonable costs the Appointed Representative incurs in line with Our agreement.

### (3) Attendance Expenses

The Insured Person's salary or wages for the time that they are off work to attend any arbitration, court or tribunal hearing if the Appointed Representative asks, or while on jury service. 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.
- 

## Date of Occurrence

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

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

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# Legal Liabilities - Commercial Legal Protection

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<b>Legal Proceedings</b>	Legal proceedings for (1) the pursuit or defence of a claim for damages (2) the defence of a criminal prosecution (3) appeal proceedings (4) specific performance or injunction dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.
<b>Limit of Indemnity</b>	The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €150,000.
<b>Period of Insurance</b>	The period for which We have agreed to cover the Insured Person and for which You have paid the premium.
<b>Prospects of Success</b>	In respect of all civil cases, it is always more likely than not that an Insured Person will (1) recover damages or obtain any other legal remedy which We have agreed to (2) make a successful defence (3) make a successful appeal or defence of an appeal.
<b>Territorial Limit</b>	The Republic of Ireland.
<b>Cover</b>	We agree to cover You or an Insured Person where specified for any Costs and Expenses incurred in respect of Legal Proceedings following the occurrence of a Contingency stated as applying in the Schedule provided that: (a) the Date of Occurrence is during the Period of Insurance and the Contingency occurs within the Territorial Limit; (b) any Legal Proceedings will be dealt with by a court, or other body which We agree to, within the Territorial Limit; (c) in civil claims there are Prospects of Success for the duration of the claim; (d) for all insured incidents, We will help in appealing or defending an appeal as long as the Insured Person tells Us within the time limits allowed that they want to appeal. Before We pay any Costs and Expenses for appeals, We must agree there are Prospects of Success; (e) the maximum We will pay is the Limit of Indemnity; (f) 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; (g) for Contingency 4(b) Bodily Injury claims, We will pay the application fee required by the Personal Injuries Assessment Board.
<b>Contingencies</b>	<b>1A Employment Disputes</b> We will defend Your legal rights in the following circumstances; (1) before proceedings are issued before the Workplace Relations Commission, court or tribunal after You have dismissed an employee; or (2) in legal proceedings for any dispute with: (a) an employee or ex-employee or a trade union acting 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 statutory rights under employment law. <b>Exceptions</b> (1) Any claim for damages for personal injury, including stress, bullying and harassment or loss of or damage to property. (2) Employee internal disciplinary or grievance procedures. (3) Any claim arising from or relating to any transfer of business which falls within the scope of the the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation.

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# Legal Liabilities - Commercial Legal Protection

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## 1B Employment Financial Compensation Awards

We will pay any financial compensatory award You would otherwise pay for a claim We have accepted under Contingency 1A.

Provided that

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

### Exceptions

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

## 2 Legal Defence

At Your request, We will:

- (1) Defend an Insured Person's legal rights:
  - (a) before legal proceedings are issued when dealing with the
    - Garda; or
    - Health and Safety Authority and/or regional health boards where it is alleged that the Insured Person has or may have committed a criminal offence; or
  - (b) following an event which leads to the Insured Person being prosecuted in a criminal court.

For proceedings under the Safety, Health and Welfare Act 2005, the Territorial Limit will include any place where the Act applies.

- (2) Defend Your legal rights following civil action taken against You for wrongful arrest when relating to an accusation of theft alleged to have been carried out during the Period of Insurance.
- (3) Defend an Insured Person's (other than Your) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of Your employees.
- (4) Represent an Insured Person if they appeal against the imposition or terms of any statutory notice issued under law which affects Your business.
- (5) Represent You if You appeal because the Data Protection Commissioner refuses Your application for registration.
- (6) Pay the Attendance Expenses of an Insured Person if they have to attend jury service.

# Legal Liabilities - Commercial Legal Protection

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## **Exceptions**

Any claim which leads to the Insured Person being prosecuted for breaking road traffic laws or regulations in connection with owning, driving or use of a motor vehicle.

## **Equal Status Act 2000 Protection**

- (1) We will advise You of Your legal rights by telephone and assist You with correspondence when communicating with the Office of the Director of Equality Investigations (ODEI) following a complaint against You under the Equal Status Act 2000 or as amended and the Equality Act 2004
- (2) We will defend You at an equality tribunal under the Equal Status Act 2000 or as amended and the Equality Act 2004.

Provided that

- (1) You have at all times sought and followed the advice from Our Legal Advice helpline from the date You should have known a complaint had been made against You under The Equal Status Act 2000 and the Equality Act 2004
- (2) You notify Us in writing as soon as You receive notice to attend an ODEI equality tribunal hearing.

## **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.

## **Exceptions**

- (1) We will not cover an original 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.

## **4A Property Protection**

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

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

## **Exceptions**

Any claim relating to the following.

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

## **4B Bodily Injury**

At Your request We will negotiate for an Insured Person's and their family members' legal rights following an event which causes the death of, or bodily injury to, them.

## **Exceptions**

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

## **5 Tax Protection**

- (a) Revenue Audits

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



# Legal Liabilities - Commercial Legal Protection

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(b) Employers' Compliance

We will negotiate on Your behalf and represent You in any appeal proceedings for a dispute concerning Your compliance with Pay As You Earn or Social Insurance Contribution Regulations following an audit by the Revenue Commissioners or the Department of Social Protection

(c) VAT Disputes

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

Provided that

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

**Exceptions**

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

**Instructions On Handling Claims For Tax Protection**

- (1) 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 likely fees incurred by You or an Appointed Representative:
  - (a) as soon as the Revenue Commissioners tell You that an audit is to take place; and
  - (b) at any time throughout the claim if the information changes.
- (2) 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 this Section. We will pay Costs and Expenses that have been agreed to in writing when an itemised invoice is received. It is important that You, or anyone acting on Your behalf, wait for Our approval before You agree to pay any Costs and Expenses over that which has already been agreed.

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**Exceptions**

(Also refer to the Policy Exclusions at the back of this policy booklet).

The following Exceptions apply to this Section.

- (1) Any claim reported to Us more than 180 days after the date the Insured Person should have known about the insured incident.
- (2) Any Costs and Expenses incurred before We accept a claim in writing.
- (3) 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 Contingency 1B Employment Financial Compensation Awards.
- (4) Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- (5) Any claim relating to franchise rights, or agency rights if You have the legal capacity to change the legal relations of another.
- (6) Any insured incident deliberately or intentionally caused by an Insured Person.
- (7) A dispute with Us not otherwise dealt with under Condition (7).
- (8) Any claim relating to a shareholding or partnership share in Your business unless the shareholding was gained under a scheme open to all Your employees (or a substantial number of them) of a certain minimum grade other than Your directors or partners.
- (9) An application for judicial review or any defence of judicial review proceedings.
- (10) Any claim caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

# Legal Liabilities - Commercial Legal Protection

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- (11) 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 their roles effectively.
- (12) When 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) Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process a date as its true calendar date.

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## Conditions

(Also refer to the Policy Conditions at the back of this policy booklet).

The following Conditions apply to this Section.

- (1) Any Insured Person must:
  - (a) keep to the terms and conditions of this Section;
  - (b) take reasonable steps to keep any amount We have to pay as low as possible;
  - (c) try to prevent anything happening that may cause a claim;
  - (d) send everything We ask for, in writing; and
  - (e) give Us full details of any claim as soon 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 that suitably qualified person's name and address to Us. 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 an Appointed Representative.
  - (d) We will appoint an Appointed Representative and they will represent the Insured Person according to Our standard terms of appointment. The Appointed Representative must co-operate fully with Us at all times.
  - (e) We will have direct contact with the Appointed Representative.
  - (f) The Insured Person must co-operate fully with Us and with the Appointed Representative and must keep Us up to date with the progress of the claim.
  - (g) The Insured Person must give the Appointed Representative any instructions required by Us.
- (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 Appointed Representative to have Costs and Expenses taxed, assessed or audited.
  - (b) The Insured Person must take every step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that they do recover.
- (5) If an Appointed Representative refuses to continue acting for an Insured Person or if an Insured Person dismisses the Appointed Representative, the cover provided will end at once, unless We agree to appoint another Appointed Representative.
- (6) If an Insured Person settles a claim or withdraws their claim without the Our agreement, or does not give suitable instructions to the Appointed Representative, the cover provided will end at once. We will be entitled to reclaim any Costs and Expenses they have paid.

# Legal Liabilities - Commercial Legal Protection

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- (7) If We and an Insured Person disagree about the choice of Appointed Representative or about how a claim is handled, We and the Insured Person can choose another suitably qualified person to decide the matter. We and the Insured Person must both agree to this in writing. If We cannot agree with the Insured Person about the choice of the second suitably qualified person, then 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 an opinion from counsel as to how successful a claim or proceedings will be (You will have to pay any costs involved in doing this). If counsel believes there are reasonable grounds to pursue or defend a claim or proceedings, We will pay the costs of getting the opinion.
- (9) 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 Section did not exist.
- (10) This Section will be governed by the laws of the Republic of Ireland.

Please note that Condition 11 has been removed and as such does not appear in the above section

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## Additional Services

### Helpline services

We provide these services 24 hours a day, seven days a week during the Period of Insurance. To help check and improve service standards, We record all calls.

### Commercial Legal Helpline

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 contact the above services, phone Us on 0818 200 826 quoting Your policy number.

### Counselling

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

To contact the above service phone Us on 1800 670 407.

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

### Employment Manual

The claims administrator's employment manual offers comprehensive, up to date guidance on rapidly changing employment law.

To view it please visit the website at [www.arag.ie](http://www.arag.ie). From the home page click on the Employment Manual icon.

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## How We deal with tax protection claims under Your Commercial Legal Protection Section (A Step By Step Guide To Your Tax Claim)

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

### Notifying Us of Your claim

- (1) If You receive notification from the Revenue Commissioners, You or Your accountant can contact Us by phone on 01 670 7470. We can send You a claim form and give You advice about how to make Your claim. We cannot confirm cover for Your claim over the phone.
  - (2) When We receive the information We need to help You with Your claim We will appoint an accountant to act for You. If You wish Us to appoint Your own accountant You must send Us the person's name and address when You send Us Your completed claim form. The accountant appointed by Us to act for You is referred to as the "Appointed Representative" in Your policy and in the guidelines below. We will not pay for any accountant's fees that have been incurred for work carried out before We have accepted Your claim.
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# Legal Liabilities - Commercial Legal Protection

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## **Handling Your claim**

- (3) We cover the cost of negotiating on Your behalf and representing You in any appeal proceedings in respect of a Revenue Commissioners Audit.
- (4) Once We have accepted Your claim and have appointed an accountant to deal with it We will agree with the Appointed Representative what work is to be carried out on Your behalf and the fees that are to be covered under Your policy. If it is not possible to agree a budget with the Appointed Representative, We reserve Our right to limit the sum payable under the policy to an amount that is necessary and reasonable in the circumstances.
- (5) The Revenue Commissioners will request information about Your accounts. The Appointed Representative will prepare this information. They may also be required to meet with the Revenue Commissioners. Your policy will cover the cost of any necessary meetings provided that We have consented to Your accountant attending. If it is not possible to negotiate a settlement with the Revenue Commissioners and You wish to appeal against the tax demanded We will pay for the Appointed Representative to represent You in appeal proceedings provided it is always more likely than not that the appeal will be successful.
- (6) If at any time during the audit the level of fees that We have agreed with the Appointed Representative is expected to change We must be informed of any additional work considered necessary and agree in advance any additional accountants' costs to be paid under Your policy.

## **When We cannot help**

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

## **Settling Your claim**

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

## **Other types of Tax Protection claims**

Disputes arising from Employers' compliance with PAYE or PRSI contributions following an audit by the Revenue Commissioners or the Department of Social Protection; and appeals in relation to VAT assessments are also covered by Your Commercial Legal Protection Section.

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

Please note We cannot cover disputes with the Revenue Commissioners that result from Your failure to register Your business for VAT.

## **Procedure for the Appointed Representative when dealing with Tax Protection claims.**

The information below details the procedure to be followed by the Appointed Representative when dealing with Your Tax Protection claim. We will send these instructions to the Appointed Representative when We appoint them to deal with Your claim.

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# Legal Liabilities - Commercial Legal Protection

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## **Instructions for the Appointed Representative.**

In Our experience it is normally necessary for the Appointed Representative to undertake the following work:

- (1) **Provide information requested in the Revenue Commissioners initial letter.**  
This should not involve significant re-analysis work. If the information is available, albeit in slightly different form in Your working papers, the Revenue Commissioners should be invited to accept it as it is in Your papers.
- (2) **Submission (or making available) of business records.**  
Responsibility for the retention and orderly maintenance of business records rests with the Policyholder. We will not expect to incur significant professional costs associated with their submission to the Revenue Commissioners. It will not normally be considered appropriate for the Appointed Representative to carry out review work on the records prior to submission to the Revenue Commissioners. If it is felt that any such work is necessary, advance agreement of the costs is required. Please send Us a copy of the covering letter sent with the audited accounts at the time of filing.
- (3) Submission of private financial information, if appropriate to the audit.
- (4) Identify reason for audit.
- (5) Possible limited further correspondence preparatory to any meeting with the Revenue Commissioners.
- (6) **Meeting with the Revenue Commissioners.**

Where appropriate, meetings with the Revenue Commissioners can be a productive means to resolve outstanding issues. However, the time involved inevitably makes them expensive in terms of professional fees. It is therefore vitally important that the purpose of the meeting be clearly agreed, in so far as possible in advance, so that the meeting time can be used effectively to resolve remaining issues. The reasons for a meeting should be set out by the Revenue Commissioners along with the subjects for discussion. It is particularly important that the Revenue Commissioners be asked to set up in advance any issues which the Policyholder may be unlikely to be able to answer from memory, in order to facilitate closure of the audit. As in all insurances there is an obligation for the Policyholder and on the Appointed Representative acting for them to take reasonable steps to minimise the costs payable under the policy. We will only pay for one member of the Appointed Representative's firm to be present at the audit and that We expect where possible that preparatory work prior to the audit and subsequent to it be done by junior members of staff. At the end of the above process it will be apparent whether the audit can be drawn to a close or whether the Revenue Commissioners have significant concerns about the accuracy of the returns.

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# Policy Exclusions

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We will not indemnify You or any person entitled to indemnity in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
  - (a) war, invasion, act of foreign enemy, hostilities or war like operation or operations (whether war be declared or not), civil war, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, mutiny or military uprising or martial law
  - (b) nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

However exclusion 1 (b) will not apply to the following sections:

- Legal Liabilities - Employers Liability
- Legal Liabilities - Public and Products Liability
- Legal Liabilities - Commercial Legal Protection

when insured by this policy.

- (2) (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

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

- (i) liability of any Principal
  - (ii) liability assumed by You by agreement and which would not have attached in the absence of such agreement.
- (3) any liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss.

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

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

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

This endorsement does not apply to Legal Liabilities - Commercial Legal Protection.

- (4) Loss, destruction or damage directly caused by pressure waves from aircraft or other aerial devices

However, this exclusion will not apply to the following sections -

# Policy Exclusions

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- Legal Liabilities - Employers Liability
  - Legal Liabilities - Public and Products Liability
  - Legal Liabilities - Commercial Legal Protection
- when insured by this policy.
- (5) (a) Money  
(b) securities or bonds  
(c) jewellery or precious stones  
(e) furs or curios  
(f) rare books or works of art  
(g) goods held in trust or on commission  
(h) documents or manuscripts  
(i) business books or computer system records  
(j) explosives
- unless specifically mentioned.
- (6) any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any
- (a) electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware programme computer data processing equipment telecommunication equipment or systems or any similar device
  - (b) media or systems used in connection with any of the foregoing
- whether Your property or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save retain or restore and/or to correctly manipulate interpret transmit return calculate or process and date data information command logic or instruction as a result of
- (i) recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct day of the week or period of time
  - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.
- Exception to this exclusion
- 1 Subsequent damage to or loss or destruction of property owned by in the possession of or held in trust by You and/or Your consequential loss arising from loss or destruction of or damage to any property if directly caused by Fire lightning explosion aircraft and other aerial devices dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or stealing only where these covers are provided by the Policy The foregoing exception to this date recognition exclusion will not apply to any claim arising from any legal liability legal cost or expense of the Policyholder
  - 2 Death bodily injury shock illness or disease of any person under a contract of service or apprenticeship with the Policyholder if such death bodily injury shock illness or disease arises out of and in the course of such person's employment
- (7) any claim arising directly or indirectly from, or in connection with, or consisting of
- (a) Loss of Data.
  - (b) Any loss, damage, liability, Failure, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
    - (i) Virus or Similar Mechanism;
    - (ii) Denial of Service Attack;
    - (iii) malicious act in respect of Computer and Electronic Equipment;
    - (iv) unauthorised access to or use of Computer and Electronic Equipment; (v) programming or operator error whether by You or any other person or persons; or

# Policy Exclusions

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(vi) any unintentional or unplanned, wholly or partially, outage of Your Computer and Electronic Equipment not directly caused by physical loss or damage

or the threat or hoax of any of (i) to (vi) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto including, without limitation to the scope of the foregoing, any action taken in controlling, preventing, suppressing or remediating any of (i) to (vi) above or the threat or hoax thereof.

However, We will indemnify You in respect of subsequent physical loss or physical damage to the Property Insured other than Computer and Electronic Equipment and Data Storage Materials caused by or resulting from a Specified Contingency which is not otherwise excluded.

However, this exclusion will not apply to the Legal Liabilities - Employers Liability section when insured by this policy.

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# Conditions Precedent

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The following Conditions Precedent should be read in conjunction with other Conditions Precedent which may apply to a specific Section of the Policy.

**The following Condition Precedent applies.**

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## Protections

It is a Condition Precedent to Our liability in respect of loss, destruction or damage caused by theft or attempted theft that whenever The Premises are

(1) closed for business

or

(2) left unattended

all security devices provided to protect The Premises are properly fitted and put into full operation.

**The following Conditions Precedent apply only if stated in the Schedule.**

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## Intruder Alarm System

### Definitions

The following definitions only apply to the Intruder Alarm System Condition Precedent.

### Alarmed Premises

The Premises or those parts of The Premises protected by the Intruder Alarm System.

### Intruder Alarm System

The component parts detailed in the alarm specification including the means of communication used to transmit signals.

### Keyholder

You or any Responsible Person or keyholding company authorised by You:

- (1) to accept notification of faults or alarm signals relating to the Intruder Alarm System
- (2) to attend, and allow access to The Premises

at least one of whom must be available at all times.

### Responsible Person

You or any person Authorised by You to be responsible for the security of The Premises.

It is a Condition Precedent to Our liability in respect of loss, destruction or damage caused by theft or attempted theft involving entry into or exit from The Premises by forcible and violent means that

- (1) whenever The Premises are closed for business or left unattended the Alarmed Premises are protected by the Intruder Alarm System
  - (2) the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company, as agreed with Us
  - (3) no alteration to, or substitution of
    - (a) any part of the Intruder Alarm System
    - (b) the procedures agreed with Us for Garda or any other response to any activation of the Intruder Alarm System
    - (c) the maintenance contractshall be made without Our written agreement
  - (4) at least one Responsible Person must remain on the Alarmed Premises
    - (a) unless the Intruder Alarm System is fully set with the means of communication used to transmit signals in full operation
    - (b) if the Garda have withdrawn their response to alarm calls except where We agree otherwise
  - (5) all keys to the Intruder Alarm System are removed from The Premises when The Premises are left unattended
-

# Conditions Precedent

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- (6) You and each Keyholder
  - (a) keep secret the codes for the operation of the Intruder Alarm System and
  - (b) do not leave details of the codes on The Premises
- (7) You appoint at least two Keyholders and notify this in writing to the police and the alarm company who are contracted to maintain the alarm. You must also tell them of any change of Keyholders
- (8) when the Intruder Alarm System has been set, and notice is given that it has been activated or the means of communication have been interrupted a Keyholder must attend The Premises as soon as possible following such notice and a Responsible Person must remain there until the requirements of paragraph 4 have been complied with.  
This must be done unless We have previously agreed in writing alternative procedures
- (9) if You receive notice
  - (a) that Garda response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - (b) from a local authority or magistrate imposing any requirements for abatement of a nuisance
  - (c) from the installing company or another company as agreed by Us that the Intruder Alarm System cannot be returned to, or maintained in, full working orderYou must tell Us as soon as possible and in any event no later than 10.00am on Our next working day and comply with all alternative security measures We require.

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## Minimum Security

It is a Condition Precedent to Our liability in respect of loss, destruction or damage occurring more than 30 days after the inception of the Policy that

- (1) Final exit doors must be secured as follows:
  - (a) timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
  - (b) aluminium doors – by cylinder mortice 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 internally with bolts top and bottom
- (2) all other external doors and internal doors leading to common areas or other premises, must be secured
  - (a) by the means set out in (1), or
  - (b) by key operated security bolts fitted top and bottom
- (3) all opening windows or roof lights accessible from the ground or via roofs, pipework or other structures must be secured by key operated locking devices or screwed permanently shut
- (4) any security measures stipulated or agreed by Us in writing are implemented and in full and effective order.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

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# Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions.

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## 1. Duty of Disclosure and Alteration of Risk

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

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

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

If You are not sure whether to tell Us about a change in respect of Your circumstances, You should contact Your broker immediately.

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

1. to any accident, loss or claims made against You in the last five years, and/or any claims currently outstanding/pending;
2. to any convictions, offences or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction'\* under the Criminal Justice (Spent Convictions and certain Disclosures) Act 2016,
3. to Your access to any hazardous sites or locations;
4. to Your business being wound up or carried on by a liquidator or receiver or permanently discontinued.

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

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## 2. Arbitration

If there is a dispute, controversy or claim between You and Us in respect of

- (a) the interpretation or application of any provision of The Contract of Insurance
- (b) Our liability under The Contract of Insurance to make a payment in respect of a claim made by You
- (c) the amount (if any) We offer to pay in respect of claim  
or
- (d) any other matter relating to The Contract of Insurance

such dispute controversy or claim shall within 12 months of the dispute, controversy or claim arising be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

If You and Us cannot agree upon the joint appointment of an arbitrator, the President of the Incorporated Law Society of Ireland will make a decision upon the identity of the arbitrator and that decision will be final and binding on both parties.

If the dispute, controversy or claim is not referred to arbitration within 12 months We will assume You have abandoned the dispute, controversy or claim.

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## 3. Average

Where a Sum Insured is subject to average, if at the time of loss, destruction or damage, the Sum Insured is less than the total value of the property, You will

- (a) be responsible for the difference
  - (b) bear a proportionate share of the loss.
-

# Policy Conditions

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## 4. Cancellation and Mid Term Alterations

- (a) We may cancel this Policy by sending 30 days' notice by registered post to You at Your last known address and in such event You shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.
- (b) You may cancel this Policy **after** the Cooling Off Period by giving Us written notice and provided that the refund due to you amounts to at least €20 and there have been no:
  - (i) claim(s) made under the policy for which We have made a payment
  - (ii) claim(s) made under the policy which are still under consideration
  - (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us during the current Period of Insurance, We will refund to You a proportionate part of the premium paid for the unexpired period.

If you wish to cancel the policy during the Cooling Off Period please refer to Important Information on page 3 of this Policy Booklet.

If You make an alteration to Your policy and this results in an adjustment in premium We will not

- (i) charge You where premium adjustments are less than €20
- (ii) refund You where premium adjustments are less than €20.

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## 5. Claims Procedure

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

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim
  - (b) notify the Garda immediately of loss, destruction or damage caused by malicious persons or thieves
  - (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
    - (i) 30 days
    - or
    - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious personsof you becoming aware of the event or occurrence, or such further time that We may allow
  - (d) provide Us with all information and help We require in respect of the claim
  - (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
  - (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement
  - (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.
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# Policy Conditions

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## 6. Contribution

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

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

### Applicable to all other Sections insured by this policy

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

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## 7. Discharge of Liability

We may at any time pay

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

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

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## 8. Fraud and Misrepresentation

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

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

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

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## 9. Identification

The policy and Schedule will read as one contract.

A particular word or phrase which is not defined will have its ordinary meaning.

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## 10. Index Linking

- (a) Renewal

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

- (b) Claims

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

# Policy Conditions

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## 12. Our Rights

If loss, destruction or damage occurs which may lead to a claim

We may

- (a) enter or take possession of the building or premises
- (b) take possession of, or require to be delivered to Us, Property Insured which We will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not provide indemnity for loss, destruction or damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

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## 13. Reasonable Precaution

You will

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

## 14. Reinstatement

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

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

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

The maximum amount We will pay in respect of one item is the Sum Insured.

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## 15. Subrogation

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

We reasonably require to

- (a) enforce a right or remedy
- or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

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

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## 17. Subrogation Waiver

We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against any

- (a) company whose relationship to You is either a parent to subsidiary or subsidiary to parent company as defined in the relevant legislation current at the time of Damage
  - (b) person authorised to use The Premises provided they comply with the terms and conditions of Your policy.
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Please note that Policy Condition 11 and Policy Condition 16 have been removed and as such do not appear in the above section

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

**Aviva Insurance Ireland DAC**

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