



ROI Customers
March 2023

Offices and Surgeries Insurance Policy



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Useful phone numbers

24 Hour Claims Helpline

If **you** want to make a claim, please phone this number day or night.

(01) 858 3233

Legal and tax advice

Our confidential legal and tax advice line.

Please quote AXA Commercial when **you** call.

(01) 865 8807

Emergency repair helpline

Our 24 hour emergency helpline.

Please quote AXA Commercial when **you** call. **We** will provide details of reputable contractors who will be able to help if connected to a potential claim.

0818 253347

Welcome to AXA

Thank you for choosing AXA

Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explained or believe this contract does not meet **your** needs, please contact **us** or **your** insurance adviser.

Your policy

Your policy is a contract of insurance between **you** and **us** and **you** have a duty to respond to all questions posed by **us** with complete honesty and with reasonable care.

Your policy describes the cover for which **we** have accepted **your** premium. The **policy** wording, schedule and any endorsements must be read together.

Your policy is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Your policy is divided into a number of sections. Where a section does not apply, **your** schedule will state that it is 'not covered'.

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print.

Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the **policy** conditions, the general policy exclusions and the Section conditions at all times.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Making a claim

All sections other than the legal expenses section

If **you** need to make a claim please first check **your policy** to make sure that **you** are covered. **You** must then follow the Claims notification condition and Claims procedures condition under **Policy** conditions on page 10.

Legal expenses section only

For legal expenses claims please refer to the Legal expenses section of **your policy**.

Please contact **us** or **your** insurance broker who will help **you** to deal with **your** claim quickly and fairly.

Your policy wording

This document and any endorsements that are included in it sets out **your** and **our** rights and responsibilities.

The insurer **your** contract is with is AXA Insurance dac which is established in the Republic of Ireland.

Both **you** and **we** can choose the law within the European Union which will apply to the contract. **We** propose that Irish law will apply

The cover **you** have bought has many benefits to give **you** peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are shown in this document.

Please read **your policy** carefully and keep it in a safe place.

Your policy includes:

- ▶ the **policy** wording in this booklet;
- ▶ the schedule that has **your** details and the cover that applies; and
- ▶ any endorsement which applies.

Unless a section or part of this **policy** shows the countries to which it applies, the cover provided by this **policy** applies only to death, injury, loss or damage happening in Ireland or the UK or in transit by sea between any ports therein.

As long as **you** have paid or agreed to pay the premium, **we** will cover death, injury, loss or damage that happens during the **period of insurance** as described in the following pages for the sections **you** have chosen.

On behalf of AXA Insurance dac



Marguerite Brosnan

Chief Executive

AXA Insurance dac
Registered number 136155
Registered office Wolfe Tone House,
Wolfe Tone Street, Dublin 1.

Meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold blue print and will have the same meaning wherever it is used. There are additional defined meanings in each section.

Alarmed premises

The **premises** or those portions of the **premises** protected by the **intruder alarm system**.

Business

Business shown in **your** schedule.

Excess

First amount of a claim or claims for which **you** are responsible.

Intruder alarm system

The component parts including the means of communication used to transmit signals to the alarm-receiving centre.

Key holder

You or any person or key holding company authorised by **you** who is available at all times to accept notification of faults to or alarm signals from the **intruder alarm system** and who will attend and allow access to the **premises**.

Period of insurance

Period from the start date to the expiry date shown in **your** schedule.

Policy

Policy, schedule, statement of fact and any endorsements attached or issued.

Policy territories

Republic of Ireland, Great Britain, Northern Ireland, The Isle of Man or Channel Islands.

Premises

Premises at the property address(es) shown in **your** schedule occupied by **you** for the purpose of the **business**.

Responsible person

You or any adult authorised by **you** who will be responsible for the security of the **premises**.

We/us/our

AXA Insurance dac.

You/your/yourself

Person(s), firm, company or organisation shown in **your** schedule as the insured.

Policy conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

- 1 Cancel **your policy**
- 2 Declare **your policy** void (treating **your policy** as if it had never existed)
- 3 Change the terms of **your policy**
- 4 Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

There are additional conditions under each section of cover.

Where **your policy** contain conditions that specify circumstances whereby non-compliance at the time of loss will mean that **you** will not receive payment for a claim, **you** will be covered, and **we** will pay **your** claim if the non-compliance with that condition could not have increased the risk of the loss which actually occurred in the circumstance in which it occurred.

Alarm condition

This condition applies to each of **your premises** where **your** schedule shows that intruder alarm protection is required.

We will not cover **you** for loss or **damage** following entry or attempted entry into or exit from the **premises** by forcible and violent means unless the following conditions are complied with.

1. **Your premises** are protected by an **Intruder Alarm System** designed installed and maintained to Standard EN50131.
2. The intruder alarm installation and maintenance company must be both:
 - i a member of a registered private security authority (PSA), and
 - ii accredited and operate a Quality Management System in accordance with EN ISO 9000.
3. The **Intruder Alarm System** must be maintained in full and efficient working order under a contract to provide both corrective

and preventative maintenance as per the requirements of EN 50131 with the installing company or such other company as agreed with **us**.

Where remote alarm signalling is required the signal transmission must be transmitted to an Alarm Receiving Centre fully compliant with IS 228 and operated by a company accredited and operating to a Quality Management System in accordance with EN ISO 9000.

4. No alteration to or substitution of
 - i any part of the **Intruder Alarm System**
 - ii the maintenance contract
 - iii the structure of the **Premises** or changes to the layout of the **Premises** which would affect the effectiveness of the **Intruder Alarm System**
 - iv the procedures agreed with **us** for An Garda Siochana or any other response to any activation of the **Intruder Alarm System**

be made without the written agreement from **us**.

5. The **Alarmed Premises** shall not be left unattended without agreement from **us**
 - i unless the **Intruder Alarm System** is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation
 - ii if An Garda Siochana have withdrawn their response to alarm activations.
6. **You** must maintain secrecy of codes for the operation of the **Intruder Alarm System** and detail of such codes and all keys to the **Intruder Alarm System** shall be removed from **your premises** when the **Premises** are left unattended.
7. **You** will appoint at least two **key holders** and give written details (which must be kept up to date) to the alarm company and either An Garda Siochana or the alarm receiving centre.
8. If **you** are notified of any activation of the **intruder alarm system** or interruption of

means of communication, including one or both alarm transmission systems for dual signalling systems, when the **intruder alarm system** is set a **key holder** must attend the **premises** as soon as reasonably possible.

When the **key holder** attends and the alarm cannot be reset **you** must make arrangements for the **premises** to be attended by at least one **responsible person** until the **intruder alarm system** is fully operational.

- 9 If **you** receive any notification
- a that the police attendance in response to alarm signals or calls from the **intruder alarm system** may be withdrawn, or the level of response reduced or delayed
 - b that the **intruder alarm system** cannot be returned to or maintained in full working order

you will tell **us** as soon as possible on the next working day and **you** must comply with any requirements that **we** ask for.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for **damage** by theft or attempted theft.

Business Failure condition

This **policy** will automatically cease if the **Business** is wound up, carried on by a liquidator or receiver, or permanently discontinued.

Arbitration condition

If there is a dispute, controversy or claim between **you** and **us** under this **policy** in respect of

- 1 the interpretation or application of any provision of the contract of insurance
- 2 **our** liability under the contract of insurance to make a payment in respect of a claim made by **you**
- 3 the amount (if any) **we** offer to pay in respect of claim or
- 4 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.

Cancellation condition

You can cancel the **Policy** within 14 working days of the date of the first **period of insurance** which is the “cooling off period”.

If **you** cancel during the cooling off period, **You** will be entitled to a full return of the premium paid.

You may also cancel **your policy** at any other time during the **period of insurance**. **We** will refund part of the premium paid, proportionate to the unexpired **period of insurance**.

- 1 **We** can cancel **your policy** at any time during the **period of insurance** by giving 14 days written notice to **your** last known address.

Where **your policy** is cancelled in accordance with either of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

- 3 **We** can cancel **your policy** immediately, without giving **you** notice, if the premium has not been paid. If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance**, the annual premium remains due in full.

We will only refund premium provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of this **policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

We do not have to offer renewal of **your policy** and cover will cease on the expiry date.

Policy conditions *continued*

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** of any change

- 1 to the **business**
- 2 in the person, firm, company or organisation shown in **your** schedule as The insured
- 3 to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

Any change that was not within the reasonable scope of the agreed **business** may not be accepted by **us** and claims may not be paid. In this case **your policy** will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

We do not have to accept any request to vary **your policy** if it is deemed to change the scope of the agreed contract. If **you** wish to make any alteration to **your policy you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claims notification condition

You must

- 1 as soon as practical
 - a give **us** notice of any circumstances, which might lead to a claim under **your policy**
 - b give **us** all the information **we** request
- 2 as soon as practical
 - a on receipt send **us** every letter, court order, summons or other legal documents served upon **you**
 - b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **your policy**
 - c notify An Garda Síochána of any loss or **damage** that has been caused by malicious people, thieves, rioters, strikers or vandals.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Claims procedures condition

- 1 **You** must take, or allow others to take, practical steps to prevent further loss or **damage**, recover property lost and otherwise minimise the claim.
- 2 At **your** expense **you** must provide **us** with
 - a full details in writing of any injury, loss or **damage** and any further information or declaration **we** may reasonably require
 - b any assistance to enable **us** to settle or defend a claim
 - c details of any relevant other insurances.
- 3 **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.
- 4 Following a claim **you** must allow **us** or anyone authorised by **us**
 - a access to **premises**
 - b to take possession of, or request delivery to **us** of any property insured.
- 5 **You** may not abandon any property to **us**.
- 6 **We** will be allowed complete control of any proceedings and settlement of the claim.

We will not pay **your** claim where **you** have not complied with this condition.

Contractual duties and proportionate remedies condition

You have a duty prior to the start of **your policy**, prior to any variation made during the **period of insurance** and prior to each renewal, to respond to all questions posed by **us** with complete honesty and with reasonable care.

- 1 if **you** respond to the questions posed by **us** in a negligent manner, without complete honesty and/or reasonable care, then **we** can elect one of the following remedies:
 - a **we** will avoid the contract and refuse all claims, if **we** would not have entered into this contract based on honest and accurate information.

We will return any premium paid; or

Policy conditions *continued*

- b** **we** will treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** responded honestly to the questions posed to **you**; or
 - c** **we** will reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** responded honestly to questions posed to **you** and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable.
- 2** If **you** have fraudulently responded to any of **our** questions or have been involved in any fraudulent activity, relative to this contract, **we** will void this contract from the start of the **policy**. If there is an active claim, this too will be avoided.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**

- 1** knowingly makes a fraudulent or exaggerated claim under **your policy**
- 2** knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine) or
- 3** knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

we will

- a** refuse to pay the claim
- b** declare the **policy** void from the date of the fraudulent act without any refund of premiums.

We may also inform an Garda Síochána of the circumstances.

Instalments condition

If **you** fail to pay a premium instalment to **us** on the date due, this will result in **your policy** being cancelled from the date the missed instalment was due. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any **incident** likely to lead to a claim during the current **period of insurance** the annual premium remains due in full.

Law applicable condition

This **policy** shall be governed by and construed in accordance with the laws of The Republic of Ireland.

Minimum security standards condition

The following minimum levels of security must be installed and maintained at **your premises** and put into full and effective use whenever **your premises** are closed for **business** or left unattended.

- 1.** The final exit door of the Office or Surgery is to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621 or European Norm EN 1303 with a matching boxed striking plate must also be fitted
- 2.** All other external doors and all internal doors giving access to any part of the building not occupied by the Insured for the purpose of the **Business** are to be fitted with either
 - i** a mortise deadlock which has 5 or more levers and/or conforms to BS3621 or European Norm EN 1303 with a matched boxed striking plate as specified above, or
 - ii** two key operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom
- 3.** Aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks
- 4.** All opening external basement ground floor and other accessible (accessible being a window that can easily be reached such as a window adjacent to a flat roof or a fire escape

Policy conditions *continued*

balconies canopies or down pipes) windows fanlights rooflights and skylights are to be fitted with key operated window locks. This requirement does not apply to windows protected by solid steel bars weldmesh or expanded metal grilles securely fixed to the brickwork surrounding the window

5. Any door or window officially designated a Fire Exit by a fire authority is excluded from the above requirements These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times) any additional devices must be approved by the local Fire Prevention Officer
6. Each item of electronic office equipment (for example PCs Laser Printers or Fax Machines) with an individual replacement value of €2,500 or greater must be securely anchored to the desk workstation or the structure of the building by means of lock down plates the keys to which must have been removed from the **premises** unless the **premises** are occupied by the Insured or an authorised Employee in which case the keys are to be deposited in a secure place not in the vicinity of the electronic office equipment.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for theft or attempted theft.

Other insurance condition

If a claim is made under this **policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under this other insurance, **we** will at **our** option, either pay

- 1 a proportionate share of the claim
- or
- 2 an amount beyond that which is or would be payable under the other insurance.

Reasonable care condition

You must take reasonable steps to

- 1 prevent or protect against injury, loss or **damage**
- 2 keep **your premises**, machinery, plant and equipment and all other property insured in good condition and in full working order

- 3 remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your premises** or activities of **your business** to carry out an inspection or survey. **You** must comply with any risk improvements that **we** ask for, within a reasonable period of time, advised by **us**.

We will not pay **your** claim where **you** have not complied with this condition.

Sanctions condition

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf

- 1 the defence or settlement of any claim
- 2 steps to enforce rights against any other party before or after payment is made by **us**.

No claims discount condition

For the purpose of working out the no-claims discount a **period of insurance** is one continuous year between the beginning of the **policy** and the renewal date shown in **your** schedule or between consecutive renewal dates.

If **you** have consecutive periods of insurance with **us** without any incident which may give rise to a claim **we** will reduce **your** premium when **you** renew the **policy** as follows:

- ▶ One period 5%
- ▶ Two periods 10%
- ▶ Three periods 15%
- ▶ Four periods 20%
- ▶ Five or more periods 25%

If during a **period of insurance** incidents happen giving rise to claims under the **policy** **we** will reduce the no-claims discount to nil. **We** may change these scales when **we** renew the **policy**.

General policy exclusions

✗ This policy does not cover

Changes in Water Table Level

This **Policy** does not cover any **damage** or consequential loss attributable solely to change in the water table level.

Date Recognition

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip microprocessor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- i) correctly to recognise any date as its true calendar date
- ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

Electrical Plant

Damage to or destruction of any electrical plant or electrical appliance such as dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own over-running short-circuiting excessive pressure or self-heating but should fire extend to and **damage** or destroy any other part of the plant or appliances or other Property Insured hereby such **damage** or destruction is not excluded by the **Policy**.

Heat Processes

Loss or **damage** to property due to its undergoing any process necessarily involving application of heat.

Northern Ireland Exclusion

Loss destruction or **damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

1. riot civil commotion and (except in respect of loss or **Damage** by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons
2. Terrorism as defined in the Terrorism Exclusion

In any action suit or other proceedings where **we** allege that by reason of this definition any loss or **Damage** is not covered by this **Policy** the burden of proving that such loss or **Damage** is covered shall be upon **You**.

Pollution and Contamination

This exclusion does not apply to the Employers Liability or Public/Products Liability sections.

This **policy** does not cover loss destruction **damage** consequential loss or liability caused by or arising from pollution or contamination except (unless otherwise excluded) destruction of or **damage** to the property insured caused by

- a. pollution or contamination which itself results from a **defined contingency** hereby insured against
- b. any **defined contingency** hereby insured against which itself results from pollution or contamination

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

Pressure Waves

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

General policy exclusions *continued*

Requisition or Confiscation of Property

Loss or **damage** occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority.

Electronic risks exclusion

Notwithstanding any provision to the contrary within this **policy**, **we** will not cover **you** for any liability, loss, **damage**, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

1. **Damage** to or the destruction of or loss of use of or reduction in functionality of any **computer systems**; or
2. any alteration, modification, distortion, erasure, access to, acquisition, removal, exfiltration, loss, corruption or loss of use or reduction in functionality of electronic data

in each case whether **your** property or not, where any circumstance as set out in 1 and/or 2 above is directly or indirectly caused by or contributed to by or arises out of or is occasioned by or results from or is connected with a **virus or similar mechanism** or **hacking** or **phishing** or a **denial of service attack**, or the threat of, or hoax in relation to, any of those perils, regardless of any other cause or event contributing concurrently or in any other sequence there to.

We will also not cover **you** for any liability, loss, **damage**, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

- i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems** or **electronic data**; or
- ii) any partial or total unavailability or failure, or series of related partial or total unavailability or failures, to access, process, use or operate any **computer systems** and/or **electronic data**. In the event any portion of this exclusion is found

to be invalid or unenforceable, the remainder shall remain in full force and effect.

This exclusion is not applicable to claims under the Employer's Liability section of this **policy**.

Additional definitions are:

Computer Systems

Any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

Damage

Accidental physical loss, destruction or **damage**.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**.

Denial of service attacks include, but are not limited to, the generation of **excess** traffic into network addresses, the exploitation of system or network weaknesses, the generation of **excess** or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Electronic Data

Electronic data shall mean facts, concepts and information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Hacking

Unauthorised access to any **computer systems** or electronic data, whether **your** property or not.

General policy exclusions *continued*

Phishing

Any access or attempted access to electronic data made by means of misrepresentation or deception.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to **damage**, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, data or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to **damage**, interfere with, adversely affect, infiltrate or monitor as above.

Terrorism Exclusion

Loss **damage** cost or expense of any nature (except so far as is necessary to meet the requirements of the Road Traffic Legislation) directly or indirectly caused by resulting from or in connection with:

Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If **We** allege that by reason of this Exception any loss **damage** cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**. In the event any portion of this Exception is found to be invalid or unenforceable the remainder shall remain in full force and effect.

Definition – Terrorism

For the purpose of this Exception an act of Terrorism shall mean an act including but not limited to the use of force or violence or **damage** to property and or threat thereof by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto), to intimidate and/or put the public or any section of the public in fear, create a health and safety risk to the public or any section of the public.

War and Nuclear Risks

Loss or destruction of or **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from

- 1 **i** ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

regardless of any other cause contributing concurrently or in any other sequence to the loss. An exclusion applies in respect of all property, on any site used or having been used for
 - (a) The generation of nuclear energy; or
 - (b) The production, use or storage of nuclear material
- 2 war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power regardless of any other cause contributing concurrently or in any other sequence to the loss.

Firearms

Any injury or loss or **damage** arising from **your** ownership or use of any firearm or sporting gun.

Buildings

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Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 7. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Building(s)

The **building(s)** at **your premises**, including

- 1 landlords fixtures and fittings in or on **your premises**
- 2 **outbuildings**, extensions, annexes, garages
- 3 boundary walls, gates and fences
- 4 roads, pavements, yards, car parks, car ports, patios and terraces
- 5 underground pipes and cables belonging to **you** or for which **you** are responsible
- 6 the **office or surgery front** unless insured under a separate item
- 7 **tenant's improvements** unless insured under a separate item.

Damage

Accidental physical loss, destruction or **damage**.

Empty

Wholly unoccupied, mainly unoccupied or not in use by **you** for more than 30 consecutive days.

Flood

Damage caused by

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- 2 inundation from the sea
- 3 inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the **building(s)**.

Buildings *continued*

Standard construction

Built of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof lights.

Buildings constructed of metal panels and composite panels insulated with materials other than polystyrene will be regarded as **standard construction**.

Vermin

Rats, mice, grey squirrels, owls, pigeons, foxes, bees and wasps or hornets.

What is covered

We will pay **you** for **damage** to the **building(s)** by any of the following Causes occurring during the **period of insurance**.

We will pay the value of the **building(s)** at the time of the **damage**, or for the amount of the **damage**, or at **our** option reinstate or replace the **building(s)**

or any part of it in accordance with the following Basis of claims settlement.

Basis of claims settlement

Claims for **damage** to the **building(s)**, where insured as a specific item will be settled on the basis of rebuilding or replacement of the destroyed property or the repair or restoration of the damaged portion of the property in each case to a condition equal to but no better or more extensive than its condition when new.

No payment will be made beyond the amount which would have been payable in the absence of this cover until the cost of reinstatement has actually been incurred.

Inflation protection cover

We will adjust the sums insured under this section at each renewal in line with suitable indices* and the renewal premium for this section will be based on the adjusted sums insured.

*For example the Society of Chartered Surveyors, CSO, The Department of Environment and the Consumer Price Index

Causes

- 1 Fire, lightning or earthquake.
- 2 Explosion excluding **damage** caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only, that belongs to **you** or is under **your** control.
- 3 Riot, civil commotion, strikers, locked-out workers, labour or political disturbances, vandals or malicious people but excluding
 - a **damage** caused by confiscation, destruction or requisition by order of the Government or any public authority
 - b **damage** arising from stoppage of work
 - c **damage** caused by **your** employees, tenants or any other person lawfully on **your premises**
 - d **damage** to any portion of the **building** which is **empty**
 - e **damage** caused by theft or attempted theft
 - f the **excess** of €300 for each and every claim.
- 4 Storm or **flood** excluding
 - a **damage** due to a change in the water table level
 - b **damage** resulting from frost, subsidence, ground heave or landslip
 - c **damage** to moveable property in the open, fences, posts, hedges and gates.
 - d the **excess** of €300 for each and every claim.
- 5 Escape of water from any tank, apparatus or pipe including **damage** to any fixed tank, apparatus or pipe caused by freezing or bursting excluding
 - a **damage** caused by freezing in any outbuildings
 - b **damage** to any **building** which is **empty**
 - c the **excess** of €300 for each and every claim.
- 6 Impact by any aircraft or other aerial devices, vehicle or any article falling from them or by

Buildings *continued*

an animal, excluding the **excess** shown in **your** schedule.

- 7 Leakage of fuel oil from any fixed heating installation excluding
- a **damage** to any portion of the **building** which is **empty**
 - b the **excess** of €300 for each and every claim.
- 8 Theft or any attempted theft involving entry to or exit from the **premises** by forcible and violent means excluding
- a **damage** to any portion of the **building** which is **empty**
 - b **damage** caused by **your** employees, tenants or any other person lawfully on **your premises**
 - c the **excess** of €300 for each and every claim.

9 Accidental damage

Any other **damage** occurring at **your premises** excluding

- a **damage** which is excluded under Causes **1** to **8** or under optional Cause **10** if covered or under 'What is not covered' of the **Buildings** section
- b **damage** caused by or resulting from
 - i wear and tear, the action of light or atmosphere, moths, **vermin** or insects
 - ii any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting
 - iii corrosion, rust, dampness, deterioration, dryness, wet or dry rot, shrinkage, marring, or scratching
 - iv wind, rain, hail, sleet, snow, dust or theft to boundary walls, gates, fences or moveable property in the open
 - v subsidence, ground heave or landslip of any part of the site on which the **building** stands
 - vi the normal settlement or bedding down of new structures
- c **damage** to property caused by or consisting of
 - i inherent fault or defect, modification of flavour, colour or structure,

undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials or anything that happens gradually over time

- ii faulty or defective workmanship, operational error or omission by **you** or any of **your** employees

but **we** will pay **you** for subsequent **damage** which results from an insured Cause covered elsewhere in the section

- d the collapse or cracking of **building(s)**

- e the cost of normal maintenance, redecoration or repair

- f **damage** caused by or consisting of

- i mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates

- ii joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them

but **we** will pay **you** for subsequent **damage** which results from an insured Cause covered elsewhere in the section

- g the **excess** of €300 for each and every claim.

Optional cause

Subsidence, ground heave and landslip cover

Your schedule will show if this is covered.

- 10 Subsidence, ground heave or landslip of any part of the site on which the **building** stands excluding

- a the **excess** of €1,500 for each and every claim

- b **damage** to roads, pavements, yards, car parks, patios, terraces, walls, gates and fences unless the **building** structure also

Buildings *continued*

suffers **damage** at the same time by the same Cause

- c damage** caused by or consisting of
 - i** the normal settlement or bedding down of new structures
 - ii** the settlement or movement of made-up ground
 - iii** coastal or river erosion
 - iv** defective design or workmanship or use of defective materials
 - v** fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- d damage** which started before the start of this cover
- e damage** to solid floor slabs or **damage** resulting from their movement, unless the foundations beneath the outside walls of the main **building** at the **premises** also suffer **damage** at the same time by the same Cause
- f damage** resulting from demolition, construction, structural alteration or repair of any property or groundwork or excavation at the **premises**.

Special condition applicable to subsidence, ground heave and landslip cover

You must tell **us** as soon as possible if **you** become aware of any demolition, ground works, excavation or construction being carried out on any adjoining site to **your premises**.

We will then have the right to vary the terms or cancel this cover.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Limit of cover

The most **we** will pay **you** for any item covered by this section is the sum insured shown in **your** schedule for each item, plus index linking in line with the Inflation protection cover.

Extensions of cover

Architects, surveyors, legal and consulting engineers' fees cover

We will pay **you** for architects, surveyors, legal and consulting engineers' fees necessarily incurred with **our** written consent in the reinstatement or repair of the **building(s)** as a result of **damage**.

We will not cover any costs or expenses for preparing any claim.

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

Cables and underground pipes cover

We will pay **you** the costs incurred following **damage** which **you** are responsible for to cables and underground pipes and drains (and their inspection covers) at **your premises** or connecting the **premises** to the public mains.

We will not cover **damage** caused by gradual deterioration or wear and tear.

Capital additions cover

We will pay **you** for alterations, additions and improvements to **building(s)** not insured elsewhere but not for any appreciation in value.

Provided that

- 1 you** give **us** details of the additions as soon as possible and within 30 days and **you** must ensure specific insurance is arranged with **us** from the date **you** become responsible
- 2** the provisions of this cover will be fully maintained in addition to any specific insurance effected under **1** above.

The most **we** will pay at any one location is 15% of the total sum insured under this section or €50,000 whichever is the greater.

Debris removal cover

We will pay **you** for the costs and expenses necessarily incurred by **you** with **our** consent in

- 1** removing debris from
- 2** dismantling and/or demolishing
- 3** shoring up or propping

Buildings *continued*

the portion or portions of the **building(s)** insured, as a result of **damage** covered by this section.

We will not cover **you** for costs or expenses

- a** incurred in removing debris except from the site of the damaged **building(s)** and the area immediately adjacent to the site
- b** arising from **pollution** or **contamination** of property not covered by this section.

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

Fire brigade charges cover

We will pay **you** for the costs and expenses incurred by **you** charged by the Local Authority for extinguishing fire or fire fighting. The maximum **we** will pay is €25,000 any one occurrence.

Fire extinguishment cover

We will pay **you** for the costs of replacing and/or replenishing extinguishment materials when **you**, **your** employees or the fire brigade attempt to extinguish or minimise loss by fire.

Provided that the costs and expenses cannot be recovered from the public authority responsible.

The most **we** will pay for any one claim is €1,000.

European Community and public authorities cover

The cover for **building(s)** and contents also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of.

- 1 European Union legislation
- 2 Act of the Oireachtas
- 3 Bye-laws of any public authority.

We will not indemnify **you** in respect of

- 1 Costs incurred
 - a** in respect of loss or **damage** not insured by this Section
 - b** where notice was served on **You** before the loss or **damage** occurred

- c** where an existing requirement must be completed within a stipulated period
- d** for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered loss or **damage**.

- 2 any charge or assessment arising from capital appreciation following compliance with any legislation or Bye-Law.

The reinstatement of the **Property Insured**

- 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.

Our liability for any one claim shall not exceed the **building(s)** and **contents** sum insured shown for each **premises** in **your** schedule.

Reinstatement of sum insured after loss cover

In the event of loss, the sum insured by this section will be automatically reinstated from the date of the loss unless **we** or **you** give written notice to the contrary.

Provided always that in the event of reinstatement **you** will

- 1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
- 2 apply any additional risk improvements which **we** may reasonably require.

Subrogation waiver cover

In the event of a claim under this section **we** agree to waive any rights, remedies or relief which **we** might have become entitled by subrogation against

- 1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
- 2 any company which is a subsidiary of a parent company of which **you** are a subsidiary.

In each case as defined by current law at the time of the **damage**.

Buildings *continued*

Theft of building fabric cover

We will pay **you** for

- 1 damage** to the external fabric of the **building(s)** covered by this section as a result of theft or attempted theft
- 2 damage** following entry of rainwater as a result of theft or attempted theft of the external fabric of the **building(s)**.

We will not cover

- 1 damage** to any **building** which is **empty**
- 2 the excess** of €300 for each and every claim.

The most **we** will pay is €10,000 for any one **premises** in any one **period of insurance**.

Trace and access cover

We will pay **you** for the reasonable costs that **you** incur in finding the source of **damage** and repairing it, caused by

- 1 the escape** of water from any tank, apparatus or pipe
- 2 damage** to cables, underground pipes and drains providing services to the **premises** and for which **you** are legally responsible.

The most **we** will pay is €15,000 in any one **period of insurance**.

Value Added Tax (VAT) cover

We will pay **you** for VAT, paid by **you**, which is not subsequently recoverable.

Provided that

- 1 a your** responsibility for VAT arises solely as a result of the reinstatement or repair of the **property insured** following **damage**
b we have paid or have agreed to pay for the **damage**
- 2 our** liability does not include amounts payable by **you** as penalties or interest for non payment or late payment of VAT
- 3 you** have taken all reasonable precautions to insure adequately for VAT responsibility at the start of this **policy** and at each subsequent renewal date.

For the purpose of any Average condition, reinstatement costs will be exclusive of VAT.

Our liability may exceed the sum insured for a **building** where such **excess** amount is solely in respect of VAT.

What is not covered

Aircraft or aerial devices exclusion

We will not cover **damage** caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Excess exclusion

We will not cover **you** for the **excess** of €300 for each and every loss. Where a claim is covered under the **Buildings**, Contents and Specified all risks sections **you** will only be responsible for one of the **excess** amounts shown in **your** schedule and the highest **excess** amount will apply.

Fraud and dishonesty exclusion

We will not cover **damage** which results from acts of fraud or dishonesty by **you**, **your** employees or any other person who is responsible for the **building(s)** or results from voluntarily parting with title or possession of any **building** as a result of a fraudulent scheme, trick, device or false claim.

But **we** will cover subsequent **damage** which results from one of the Causes **1** to **8** which is covered elsewhere in the section.

Illegal activities exclusion

We will not cover **damage** caused by property being used, by **you** or any occupants, for illegal activities.

More specific insurance exclusion

We will not cover **you** for any property more specifically insured by **you** or on **your** behalf.

Unexplained loss exclusion

We will not cover **damage** caused by or consisting of

Buildings *continued*

- 1 disappearance, unexplained or inventory shortage
- 2 misfiling or misplacing of information.

Penalties and fines exclusion

We will not cover any penalties or fines incurred by **you**.

Bodily Injury exclusion

We will not cover **you** for any losses, **damage**, costs or expense of any kind for bodily injury

Defective materials and undamaged items exclusion

We will not cover the costs and expenses for repair or replacement of any defective materials or **undamaged** items.

Transmission and Distribution Lines Exclusion

We will not cover **you** for loss, destruction or **damage** to any kind of above or below ground conductors (e.g. transmission and distribution lines) including wires, cables, poles, scaffolding, pylons and masts or any property forming a part thereof or connected therewith and including substations and transformer stations unless such conductors for which the insured carries the risk are located no further than 1000 meters from an insured plant of this insured.

This exclusion includes but is not limited to conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Average condition

If at the time of **damage** the sum insured is less than the value of the **property insured**, the amount **we** will pay will be reduced proportionately.

Construction of property condition

Unless otherwise stated the **building(s)** shown in **your** schedule are of **standard construction**.

Contracting purchaser's condition

If at the time of **damage you** have entered into a contract to sell **your** interest in the **building** and the sale has not but is subsequently completed, the purchaser will have the full protection of this section on exchange of contracts, provided it is not covered by any other insurance.

Empty buildings condition

- 1 **You** must tell **us** immediately **you** become aware
 - a that any **building** or portions of **buildings** at **your premises** become **empty**
 - b of any **damage** to the **empty buildings** or portions of **buildings** at **your premises** whether the **damage** is insured or not.
- 2 If **we** agree to provide cover **you** must ensure that in respect of any **empty building** or portion of **buildings** that
 - a the **buildings** are inspected internally and externally at least once a week by **you** or on **your** behalf and **you** maintain a written record of the inspection
 - b all refuse and waste materials must be removed from the interior of the **premises** at least once a week
 - c **you** must secure the **premises** and put all protective, locking devices and any alarm protection into effective operation
 - d gas, water and electricity supplies (except electricity needed to maintain any fire or **intruder alarm systems**) and any fuel supplies are permanently shut off at the

Buildings *continued*

switch or stopcock where they enter the **buildings** (or where they enter the flat or unoccupied part of the **building**)

- e** **you** must implement any additional protections that **we** may require within the time scale **we** specify
- f** all **damage** to the **premises** must be rectified immediately
- g** letterboxes must be sealed
- h** the final exit door of the **buildings** must be secured by an appropriate mortice deadlock which has five or more levers and conforms to British Standard BS 3621 or European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturers' recommendations.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Explosion condition

You must ensure that any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control, which need examination to comply with any statutory regulations, that the vessel, machinery or apparatus will be covered by a **policy** or contract providing the required inspection service.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim resulting from explosion.

Flat roof condition

You must ensure that any flat portions of the roof of the **building(s)** are inspected once every two years by a competent roofing contractor and any recommendations implemented.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Reinstatement condition

If any **property insured** is to be reinstated or replaced by **us**, then **you** will at **your** own expense provide all such plans, documents, books and information that may be required.

We will not be required to reinstate the **property insured** exactly but only as circumstances permit and in a reasonable manner.

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

Workmen's condition

Joiners and other tradesmen are allowed in or onto the **building** to make repairs or minor structural alterations without prejudice to **your** insurance.

Contents

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Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 7. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

All other contents

All other contents (other than **computer and electronic office equipment**, and **contents – specified items**) including

- 1** landlords fixtures and fittings and interior decorations unless covered by a separate item
- 2** personal effects (up to €1,000 for any one person)
- 3** goods in trust
- 4** plans, deeds, briefs, manuscripts, books, documents and office records (up to €1,000 for any one item)
- 5** computer discs and tapes (up to €1,000 for any one item)
- 6** wines, spirits, cigarettes and tobacco held for entertainment purposes
- 7** curios, pictures and other works of art (up to a total limit of €5,000) unless covered by a separate item

belonging to **you** or which **you** are responsible for being used in connection with or for the purposes of the **business**.

Contents *continued*

Computers and electronic office equipment

Computers, software, ancillary equipment and electronic **business** machinery and equipment belonging to **you** or which **you** are responsible for being used in connection with or for the purposes of the **business**.

Contents – Specified items

Items of contents on **your premises** belonging to **you** as described in **your** schedule.

Damage

Accidental physical loss, destruction or **damage**.

Empty

Wholly unoccupied, mainly unoccupied or not in use by **you** for more than 30 consecutive days.

Flood

Damage caused by

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- 2 inundation from the sea
- 3 inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building.

Insured person(s)

You and any of **your** principals, partners, directors or employees.

Money

Negotiable money and **non-negotiable money** belonging to **you** or which **you** are responsible for.

Negotiable money

Cash, bank and currency notes, uncrossed cheques, giro cheques, uncrossed postal orders, uncrossed **money** orders, current postage

stamps, unused units in franking machines, National Savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, lottery tickets (excluding scratch cards held in **stock** for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in **stock** for resale), holiday with pay stamps, luncheon vouchers.

Non-negotiable money

Credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders and crossed **money** orders, crossed national giro bank, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates.

Property insured

The **computer and electronic office equipment**, **contents – specified items** and **all other contents** where shown as covered in **your** schedule.

Standard construction

Built of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof lights.

Buildings constructed of metal panels and composite panels insulated with materials other than polystyrene will be regarded as **standard construction**.

Stock

The goods or merchandise and materials in trade (including **stock** of drugs) kept on the **premises** of **your business** available for sale or distribution, including customers' goods in and on **your premises** belonging to **you** or held in trust by **you** for which **you** are responsible.

Vermin

Rats, mice, grey squirrels, owls, pigeons, foxes, bees and wasps or hornets.

Contents *continued*

✓ What is covered

We will pay **you** for **damage** to the **property insured** used in connection with the **business** at the **premises** by any of the following Causes occurring during the **period of insurance**.

We will pay the value of the **property insured** at the time of the **damage**, or for the amount of the **damage**, or at **our** option reinstate or replace the **property insured** or any part of it in accordance with the following Basis of claims settlement.

Basis of claims settlement

- 1 Claims for the total loss or destruction of **computer and electronic office equipment, contents – specified items** and **all other contents** items will be settled on the basis of replacement of property similar to but no better or more extensive than the items when new.
- 2 Claims for partial **damage** to **computer and electronic office equipment, contents – specified items** and **all other contents** items will be settled on the basis of restoration to a condition no better or more extensive than the condition of the items when new.
- 3 Claims for **computer systems**, records, documents, manuscripts, **business** books, accounting records and data carrying materials will be settled on the basis of the value of the materials together with the cost of clerical labour and computer time taken in reproducing those records.
But **we** will not cover
 - a any expenses in connection with producing information to be recorded on them
 - b the value to **you** of the information contained in them.
- 4 Claims for any item of **stock** will be settled on the basis of its value at the time of **damage** with an adjustment for wear and tear.
- 5 Claims for loss of rent payable by **you** as tenant following **damage** which makes the **building** in which **you** trade from for the purpose of **your business** uninhabitable will be settled

on the basis of loss of rent payable up to a maximum period of 24 months. The amount payable will not exceed the 25% of the sum insured for this section.. The work of repair or reinstatement must be done without delay.

No payment will be made beyond the amount which would have been payable under this section in the absence of this cover until the cost of reinstatement has actually been incurred.

Inflation protection cover

We will adjust the sums insured under this section (excluding **stock**) at each renewal in line with suitable indices* and the renewal premium for this section will be based on the adjusted sums insured.

*For example the Society of Chartered Surveyors, CSO, The Department of Environment and the Consumer Price Index

Causes

- 1 Fire, lightning or earthquake.
- 2 Explosion excluding **damage** caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only, that belongs to **you** or is under **your** control.
- 3 Riot, civil commotion, strikers, locked-out workers, labour or political disturbances, vandals or malicious people but excluding
 - a **damage** caused by confiscation, destruction or requisition by order of the Government or any public authority
 - b **damage** arising from stoppage of work
 - c **damage** caused by **your** employees, tenants or any other person lawfully on **your premises**
 - d **damage** to any portion of the building which is **empty**
 - e **damage** caused by theft or attempted theft
 - f the **excess** of €300 for each and every claim.
- 4 Storm or **flood** excluding

Contents *continued*

- a** **damage** due to a change in the water table level
 - b** **damage** resulting from frost, subsidence, ground heave or landslip
 - c** **damage** to moveable property in the open and **stock** in open structured buildings
 - d** **damage** to **property insured** stored in the lowest storey of the **premises** unless raised at least six inches (150mm) above floor level
 - e** **damage** to **property insured** in any portion of the **premises** that are **empty**
 - f** the **excess** of €300 for each and every claim.
- 5** Escape of water from any tank, apparatus or pipe excluding
 - a** **damage** caused by freezing in any outbuildings
 - b** **damage** to **property insured** stored in the lowest storey of the **premises** unless raised at least six inches (150mm) above floor level
 - c** **damage** to **property insured** in any building which is **empty**
 - d** the **excess** of €300 for each and every claim.
- 6** Impact by any aircraft or other aerial devices, vehicle or any article falling from them or by an animal, excluding the **excess** of €300 for each and every claim.
- 7** Leakage of fuel oil from any fixed heating installation excluding
 - a** **damage** to **property insured** in any building which is **empty**
 - b** the **excess** of €300 for each and every claim.
- 8** Theft or any attempted theft involving entry to or exit from the **premises** by forcible and violent means excluding
 - a** **damage** to any **property insured** in any building which is **empty**
 - b** **damage** caused by **you** employees, tenants or any other person lawfully on **your premises**
 - c** the **excess** of €300 for each and every claim.
- 9** Any other **damage** occurring at **your premises** excluding
 - a** **damage** which is excluded under Causes **1** to **8** or under optional Cause **10** if covered or under ‘What is not covered’ of the **Contents** section
 - b** **damage** caused by or resulting from
 - i** wear and tear, the action of light or atmosphere, moths, **vermin** or insects
 - ii** any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting
 - iii** corrosion, rust, dampness, deterioration, dryness, wet or dry rot, shrinkage, marring, or scratching
 - iv** wind, rain, hail, sleet, snow, dust or theft to boundary walls, gates, fences or moveable property in the open and **stock** in open structured buildings.
 - v** subsidence, ground heave or landslip of any part of the site on which the building stands
 - vi** the normal settlement or bedding down of new structures
 - c** **damage** to property caused by or consisting of
 - i** inherent fault or defect, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials
 - ii** faulty or defective workmanship, operational error or omission by **you** or any of **you** employeesbut **we** will pay **you** for subsequent **damage** which results from a Cause covered elsewhere in the **policy**
 - d** the collapse or cracking of building(s)
 - e** the cost of normal maintenance, redecoration or repair
 - f** **damage** caused by or consisting of
 - i** mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates

Contents *continued*

- ii joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them

but **we** will pay **you** for subsequent **damage** which results from a cause covered elsewhere in the **policy**

- g the **excess** of €300 for each and every claim.

Optional cause

Subsidence, ground heave and landslip cover

Your schedule will show if this is covered.

- 10 Subsidence, ground heave or landslip of any part of the site on which the **building** stands excluding
 - a the **excess** of €1,500 for each and every claim
 - b **damage** to roads, pavements, yards, car parks, patios, terraces, walls, gates and fences unless the building structure is also **damaged** at the same time by the same cause
 - c **damage** caused by or consisting of
 - i the normal settlement or bedding down of new structures
 - ii the settlement or movement of made-up ground
 - iii coastal or river erosion
 - iv defective design or workmanship or use of defective materials
 - v fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
 - d **damage** which originated prior to the start of this cover
 - e **damage** to solid floor slabs or **damage** resulting from their movement, unless the foundations beneath the outside walls of the main building of the **premises** also suffer **damage** at the same time by the same cause
 - f **damage** resulting from demolition, construction, structural alteration or

repair of any property or groundwork or excavation.

Special condition applicable to subsidence, ground heave and landslip cover

You must tell **us** as soon as possible if **you** become aware of any demolition, ground works, excavation or construction being carried out on any adjoining site to **your premises**. **We** will then have the right to vary the terms or cancel this cover.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Limit of cover

The most **we** will pay **you** for any item covered by this section is the sum insured shown in **your** schedule for each item, plus index linking in line with the Inflation protection cover

Extensions of cover

Architects, surveyors, legal and consulting engineers' fees cover

We will pay **you** for architects, surveyors, legal and consulting engineers' fees necessarily incurred with **our** written consent in the reinstatement or repair of the **property insured** as a result of **damage**.

We will not cover any costs or expenses for preparing any claim.

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

Capital additions cover

We will pay **you** for

- 1 any newly acquired **contents** which are not insured elsewhere for which **you** are responsible

and

- 2 alterations, additions and improvements to **contents** but not for any appreciation in value at any of **your premises**

provided that

- a **you** give **us** details of the additions as soon as possible and within 30 days and **you** must ensure specific insurance is arranged

Contents *continued*

with **us** from the date **you** become responsible

- b** the provisions of this cover will be fully maintained in addition to any specific insurance effected under **a** above.

The most **we** will pay at any one location is 15% of the total sum insured under this section or €50,000 whichever is the greater.

Cash registers and scales cover

We will pay **you** for **damage** (other than mechanical or electrical breakdown or derangement) to cash registers and scales provided that such property has been included in the sum insured for **all other contents**.

Contracting purchaser's cover

If at the time of **damage you** have entered into a contract to sell **your** interest in the **property insured** and the sale has not but is subsequently completed, the purchaser will have the full protection of this section on exchange of contracts, provided it is not covered by any other insurance.

Damage to landscaped gardens cover

We will pay **you** for the cost of restoring any **damage** to landscaped gardens, for which **you** are responsible, by the emergency services in attending the **premises** as a result of any insured Cause.

The most **we** will pay is €5,000 in any one **period of insurance**.

Debris removal cover

We will pay **you** for the costs and expenses necessarily incurred by **you** with **our** consent in

- 1** removing debris from
- 2** dismantling and/or demolishing
- 3** shoring up or propping

the portion or portions of the **property insured** as a result of **damage** covered by this section.

We will not cover costs or expenses

- 1** incurred in removing debris except from the site of the **damaged property insured** and the area immediately adjacent to the site

- 2** arising from **pollution** or **contamination** of property not covered by this section.

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

Freezer contents

We will pay **you** for **damage** to frozen or chilled **stock** in any freezer cabinet, deep freezer, cold room, cold store or chilled cabinet due to change in temperature resulting from any cause but **we** will not cover **damage**

- 1** following the deliberate act of any public electricity authority in termination, disconnection, restriction or withholding the supply of electricity
- 2** caused by neglect or misuse.

The most **we** will pay is the limit shown in **your** schedule.

We will not pay for 20% of any loss where the frozen food cabinet, deep freezer, cold room cold store or chilled cabinet is over 10 years old.

Exhibitions and trade fair cover

We will pay **you** for **damage** by an insured Cause to the **property insured** whilst in any building used for an exhibition or trade fair within the **policy territories** and whilst in transit to and from the exhibition or trade fair.

The most **we** will pay is €3,000 any one loss.

We will not cover theft or attempted theft from any unattended vehicles.

Fire brigade charges cover

We will pay **you** for the costs and expenses incurred by **you** charged by the Local Authority for extinguishing fire or fire fighting. The maximum **we** will pay is €25,000 any one occurrence.

Fire extinguishment cover

We will pay **you** for the cost of replacing and/or replenishing extinguishment materials when **you**, **your** employees or the fire brigade attempt to extinguish or minimise loss by fire provided that the costs and expenses cannot be recovered from the public authority responsible.

Contents *continued*

The most **we** will pay for any one claim is €1,000.

Glass breakage cover

We will pay **you** for or at **our** option make good any accidental or malicious breakage or scratching of all internal or external fixed glass including showcases, shelves, tops and mirrors and sanitaryware belonging to **you** or for which **you** are responsible at **your premises** during the **period of insurance** provided that the glass is in good condition at the start of this **policy**.

Following breakage of fixed glass **we** will also pay for the cost of

- 1 boarding up. **You** may instruct builders or glaziers to board up without **our** prior consent
- 2 repairing **damage** to window frames, framework, shutters and blinds
- 3 removing or replacing the fixtures and fittings necessarily incurred to replace the glass
- 4 repair of **damage** to the **office or surgery front** for which **you** are responsible caused by accidental external means or malicious people
- 5 **damage** to goods incidental to the **business** caused by breakage of fixed glass in display windows
- 6 replacing lettering, alarm foil or other ornamental work on glass up to a maximum of €750 for any one loss.

We will not cover

- 1 **damage** that is covered by the **Buildings** section or **office or surgery front** cover under the **Buildings** section if selected
- 2 the **excess** of €250 for each and every claim
- 3 **damage** to any building which is **empty**.

Goods in transit cover

We will pay **you** for **damage** to **property insured** shown in **your** schedule belonging to **you** or held in trust and for which **you** are responsible while in transit by vehicles owned, hired or leased by **you** anywhere in or between the **policy territories** and Republic of Ireland including between any of these territories.

Cover applies from the time the **property insured** is lifted by **you** or **your** employee until they are

placed in position at their destination (excluding their installation) including loading and unloading.

The most **we** will pay for any one vehicle is the amount shown in **your** schedule in total for any one loss.

X What is not covered – applicable to Goods in transit cover

We will not cover

- 1 theft or attempted theft from any unattended vehicle unless
 - a the vehicle, trailer or semi-trailer is securely closed and locked at all points of access
 - b between the hours of 9pm and 6am
 - i the vehicle, trailer or semi-trailer is securely closed and locked at all points of access and is kept within a securely locked building or
 - ii in enclosed **premises** which are securely locked or have a watchman in constant attendance

It will be up to **you** to prove that any theft or attempted theft occurred before 9pm or after 6am

- 2
 - a the deterioration of goods carried in frozen, chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature
 - b spillage, leakage, fermentation, taint, **contamination**, mechanical or electrical breakdown of any goods or merchandise

unless directly due to fire or accident to the carrying vehicle or due to theft or attempted theft

- 3 **damage** due to natural deterioration
- 4 any consequential or indirect loss or **damage** due to delay
- 5 **damage** to **money**, precious stones, jewellery, bullion, or loss or death of, or injury to living creatures.

Contents *continued*

Loss of metered water cover

We will pay **you** for the unit cost of metered water at the current rate per cubic metre consumed as a direct result of **damage** caused by an insured Cause

Provided that

- 1 the most **we** will pay for any one claim is €10,000
- 2 repairs are completed within 30 days of the **damage** being discovered.

The amount **we** pay will be based on the amount of the water charges for the period of the occurrence, less the charge paid by **you** for the corresponding period in the preceding year.

This will then be adjusted for changes in the suppliers' charges and for variations affecting **your** water consumption during the intervening period.

We will not cover **damage** to any building which is **empty**.

Money cover

We will pay **you** for loss of **money** held in connection with the **business** for any one loss of

- 1 **Non-negotiable money** up to €350,000 any one loss
- 2 **Negotiable money**
 - a from **your premises** up to €10,000 during **business** hours
 - b in a bank night safe up to €10,000
 - c from **your premises** up to €7,500 whilst in a locked safe when closed for **business**
 - d in transit up to a maximum of €10,000 within the **policy territories**
 - e up to €500 from **your premises** whilst not in a locked safe when closed for **business**.

The most **we** will pay **you** for any one loss are the limits shown in **your** schedule

- f whilst at the residence of any of **your** principals or authorised employees up to €500 for any one loss
- g from gaming, amusement or vending machines up to €500 any one event.

Conditions applicable to Money cover

Money in transit condition

Whenever **negotiable money** in transit exceeds

- 1 €4,000 it must be accompanied by at least two responsible adults

No more than €4,000 must be carried by one responsible adult.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

X What is not covered – applicable to Money cover

We will not cover losses

- 1 arising from fraud or dishonesty of **your** employees unless the loss is discovered within 30 working days of the date of the loss
- 2 due to clerical or accounting errors
- 3 from unattended motor vehicles
- 4 of **money** which is the property of the Post Office.

Personal accident – assault cover

We will pay the **insured person**, or in the case of death, their personal representatives, the sums shown in the Table of benefits below if any **insured person** within the age limits 16 to 70 years suffers bodily injury, as the result of robbery or hold-up or any attempted robbery or hold up in the course of the **business** which is then the direct cause of death or disablement.

Conditions applicable to Personal accident assault cover

- 1 **You** must write to **us** as soon as possible when **you** need to make a claim but in any case within three months of the date of the event giving rise to the bodily injury.
- 2 At **your** expense, **you** must supply all certificates, information and evidence in a form that **we** may require. Where a claim for bodily injury is made, the **insured person** will undergo any medical examinations that **we** may require at **our** expense.

Contents *continued*

- 3 In the case of death of an **insured person**, **we** will be entitled to have a post-mortem examination at **our** expense.
- 4 Compensation will not be payable under more than one of the items in the Table of benefits for the same injury
- 5 No liability will attach to the Company for bodily injury arising from or influenced by any existing physical defect or infirmity or the medical condition of any person entitled to compensation hereunder or resulting from pregnancy or childbirth

Table of benefits

| If | is the only and direct cause of | |
|----|---|---------|
| 1 | Death * | €10,000 |
| 2 | Total loss or total and permanent loss of use of one or more limbs * | €10,000 |
| 3 | Total and irrecoverable loss of all sight in one or both eyes* | €10,000 |
| 4 | For any period up to a maximum of 2 years per week of total disablement (payable monthly) from engaging in usual occupation | €100 |

*Occurring within 2 years of sustaining the bodily injury.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Personal effects cover

We will also pay for damage to cash carrying devices or clothing and personal effects belonging to an insured person following an attempt by a person or persons to steal money up to a limit of €1,000 in respect of any one person.

We will not pay

1. the insured person for more than one benefit for the same bodily injury
2. where the business includes a sub Post Office.

Reinstatement of sum insured after loss cover

In the event of **damage**, the sum insured by this section will be automatically reinstated from the date of **damage** unless **we** or **you** give written notice to the contrary.

Provided always that in the event of reinstatement **you** will

- 1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
- 2 apply any additional risk improvements which **we** may reasonably require.

Signs cover

We will pay **you** for **damage** to fixed signs at **your premises** up to €1,000 and €2,500 for neon signs in any one **period of insurance**.

We will pay for **damage** to neon and illuminated signs and electric light fittings excluding Breakage or **damage**

- a consequent upon alterations to the framework or portion of the neon and illuminated sign
- b in respect of neon and illuminated signs and electric light fittings

Contents *continued*

- 1 occasioned by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft thereat
- 2 of bulbs or tubes unless consequent upon **damage** to signs or fitments

The most **we** will pay is €2,500 for accidental loss or **damage** during the **period of insurance**.

Subrogation waiver cover

In the event of a claim under this section **we** agree to waive any rights, remedies or relief which **we** might have become entitled by subrogation against

- 1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
- 2 any company which is a subsidiary of a parent company of which **you** are a subsidiary.

In each case as defined by current law at the time of the **damage**.

Temporary removal cover

We will pay **you** for **damage** resulting from one of the Causes 1 to 8

- 1 to **property insured** by this section whilst temporarily removed to any **premises** not owned or occupied by **you** within the **policy territories** for cleaning, renovation or repair including whilst in transit to or from **your premises**
- 2 to deeds, documents and plans relating to any property while temporarily removed within the **policy territories**.

The most **we** will pay is 20% of the item sum insured shown in **your** schedule in any one **period of insurance**.

Theft damage to buildings cover

Where buildings are not insured under this **policy** **we** will pay **you** for **damage** to the building(s) at **your premises** shown in **your** schedule resulting directly from theft or attempted theft covered by this section, provided that **you** are legally responsible for the **damage**.

We will not cover **damage** to buildings which are **empty**.

The most **we** will pay is €25,000 in any one **period of insurance**.

Theft of keys cover

We will pay **you** for the cost of changing the external door and safe locks with equivalent locks in the event of the keys to **your premises** or safe being stolen from **your premises** or from the private residence of an **insured person** authorised to hold such keys.

Keys to any safe must not be left at **your premises** when closed for **business**, unless **you** or an employee lives at the **premises**.

The most **we** will pay is €2,500 in any one **period of insurance**.

Value Added Tax (VAT) cover

We will pay **you** for VAT, paid by **you**, which is not subsequently recoverable

provided that

- 1 **a** **your** responsibility for such VAT arises solely as a result of the reinstatement or repair of the **property insured** following **damage**
b **we** have paid or have agreed to pay for the **damage**
- 2 **our** liability does not include amounts payable by **you** as penalties or interest for non payment or late payment of VAT
- 3 **you** have taken all reasonable precautions to insure adequately for VAT liability at the start of this **policy** and at each subsequent renewal date.

For the purpose of any Average condition, reinstatement costs will be exclusive of VAT.

Our liability may exceed the sum insured for the **property insured** where such **excess** amount is solely in respect of VAT.

Optional extensions of cover

1 Theft by employees cover

Your schedule will show if this is covered.

We will pay **you** for any direct loss of belonging to **you** or for which **you** are responsible caused by an act of fraud or dishonesty by any employee committed in the course of their employment during the **period of insurance**.

We will not cover

- a** the **excess** of €300 for each and every claim

Contents *continued*

- b** acts committed before this cover started
- c** losses occurring during the **period of insurance** but not discovered within 14 days of the expiry of this cover
- d** any monies which would have been payable by **you** to an employee but for the employees dishonesty.

The most **we** will pay **you** is €5,000 in any one **period of insurance**.

What is not covered

Aircraft or aerial devices exclusion

We will not cover **damage** caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Animal exclusion

We will not cover injury or **damage** to any animal.

Excess exclusion

We will not cover **you** for the **excess** of €300 for each and every loss. Where a claim is covered under the Buildings, **Contents** and Specified all risks sections **you** will only be responsible for one of the **excess** amounts shown in **your** schedule and the highest amount will apply.

Fraud and dishonesty exclusion

We will not cover **damage** which results from acts of fraud or dishonesty by **you**, **your** employees or any other person who is responsible for the **property insured** or results from voluntarily parting with title or possession of any **property insured** as a result of a fraudulent scheme, trick, device or false claim.

But **we** will cover **you** for subsequent **damage** which results from an insured Cause **1** to **8** which is covered elsewhere in the section.

Illegal activities exclusion

We will not cover **damage** caused by property being used, by **you** or any occupants, for illegal activities.

More specific insurance exclusion

We will not cover **you** for any property more specifically insured by **you** or on **your** behalf.

Bodily Injury exclusion

We will not cover **you** for any losses, **damage**, costs or expense of any kind for bodily injury.

Unexplained loss exclusion

We will not cover **damage** caused by or consisting of

- 1** disappearance, unexplained or inventory shortage
- 2** misfiling or misplacing of information.

Transmission and distribution lines exclusion

We will not cover **you** for loss, destruction or **damage** to any kinds of above or below ground conductors (e.g. transmission and distribution lines) including wires, cables, poles, scaffolding, pylons and masts or any property forming a part thereof or connected therewith and including substations and transformer stations unless such conductors for which the insured carries the risk are located no further than 1000 meters from an insured plant of this insured.

This exclusion includes but is not limited to conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual. It is understood and agreed that public utilities extensions and/or suppliers extensions and/or contingent business interruption coverages are not subject to this exclusion, provided that these are not part of a transmitters' or distributors' policy.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Contents *continued*

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Average condition

If at the time of **damage** the sum insured is less than the value of the **property insured**, the amount **we** pay will be reduced proportionately.

Construction of property condition

Unless otherwise stated the building(s) shown in **your** schedule are of **standard construction**.

Empty buildings condition

- 1** **You** must tell **us** immediately **you** become aware
 - a** that any building or portions of buildings at **your premises** become **empty**
 - b** of any **damage** to the **empty** buildings or portions of buildings at **your premises** whether the **damage** is insured or not.
- 2** If **we** agree to provide cover **you** must ensure that in respect of any **empty** building or portion or buildings that
 - a** the buildings are inspected internally and externally at least once a week by **you** or on **your** behalf and **you** maintain a written record of the inspection
 - b** all refuse and waste materials must be removed from the interior of the **premises** at least once a week
 - c** **you** must secure the **premises** and put all protective, locking devices and any alarm protection into effective operation
 - d** gas, water and electricity supplies (except electricity needed to maintain any fire or **intruder alarm systems**) and any fuel supplies are permanently shut off at the switch or stopcock where they enter the buildings (or where they enter the flat or unoccupied part of the building)
 - e** **you** must implement any additional protections that **we** may require within the time scale **we** specify
 - f** all **damage** to the **premises** must be rectified immediately

g letterboxes must be sealed

h the final exit door of the buildings must be secured by an appropriate mortice deadlock which has five or more levers and conforms to British Standard BS 3621 or European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturers' recommendations.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Explosion condition

You must ensure that any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control, which need examination to comply with any statutory regulations, that the vessel, machinery or apparatus will be the subject of a contract providing the required inspection.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim resulting from explosion.

Fire extinguishing appliances condition

Fire extinguishing equipment must be

- 1** maintained in efficient working order
- 2** routinely tested and any defects promptly rectified.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Reinstatement condition

If any **property insured** covered by this section is to be reinstated or replaced by **us**, then **you** should at **your** own expense provide all such plans, documents, books and information that may be needed.

We will not be required to reinstate the **property** exactly but only as circumstances permit and in a reasonable manner.

We will not pay more than the sum insured for any one item insured.

Workmen's condition

Joiners and other tradesmen are allowed in or onto the building to make repairs or minor structural alterations without prejudice to **your** insurance.

Specified all risks

Contents of this section

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| Limit of cover | 37 |
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Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 7. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Damage

Accidental physical loss, destruction or **damage**.

Insured cause

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, people taking part in labour disturbances, malicious people, theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animals.

Property insured

The items shown in **your** schedule.

Territory covered

The area shown in **your** schedule.

Vermin

Rats, mice, grey squirrels, owls, pigeons, foxes, bees and wasps or hornets.

✓ What is covered

We will pay **you** for **damage** to the **property insured** whilst anywhere within the **territory covered** during the **period of insurance**, we will pay the value of the **property insured** at the time of the **damage**, or for the amount of the **damage**, or at **our** option reinstate or replace the **property insured** or any part of it in accordance with the following Basis of claims settlement.

Basis of claims settlement

- 1 Claims for the total loss or destruction of **property insured** will be settled on the basis of replacement of property similar to but no better or more extensive than the **property insured** when new.
- 2 Claims for partial **damage** to **property insured** will be settled on the basis of restoration to a condition no better or more extensive than the condition of the **property insured** when new.

No payment will be made beyond the amount which would have been payable under this section in the absence of this cover until the cost of reinstatement has actually been incurred.

Limit of cover

The most we will pay **you** for any item covered by this section is the sum insured shown in **your** schedule.

Extensions of cover

Reinstatement of sum insured after loss cover

In the event of loss the sums insured by this section will be automatically reinstated from the date of the loss unless **we** or **you** give written notice to the contrary.

Provided always that in the event of reinstatement **you** will

- 1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
- 2 apply any additional risk improvements which **we** may reasonably require.

Subrogation waiver cover

In the event of a claim under this section **we** agree to waive any rights, remedies or relief which **we** might have become entitled by subrogation against

- 1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
- 2 any company which is a subsidiary of a parent company of which **you** are a subsidiary.

In each case as defined by current law at the time of the **damage**.

Inflation protection cover

We will adjust the sums insured under this section at each renewal in line with suitable indices* and the renewal premium for this section will be based on the adjusted sums insured.

*For example the Society of Chartered Surveyors, CSO, The Department of Environment and the Consumer Price Index

✗ What is not covered

Aircraft or aerial devices exclusion

We will not cover **damage** caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Cleaning and restoration exclusion

We will not cover **damage** caused by or arising from any process of cleaning, dyeing or restoring.

Confiscation or detention exclusion

We will not cover loss or **damage** caused by official confiscation or detention.

Excess exclusion

We will not cover **you** for the **excess** of €300 for each and every loss.

Where a claim is covered under the Buildings, Contents and Specified all risks sections **you** will only be responsible for one of the **excess** amounts shown in **your** schedule and the highest **excess** amount will apply.

Specified all risks *continued*

Fraud and dishonesty exclusion

We will not cover **damage** which results from acts of fraud or dishonesty by **you, your** employees or any other person who is responsible for the building(s) or results from voluntarily parting with title or possession of any building as a result of a fraudulent scheme, trick, device or false claim.

But **we** will cover subsequent **damage** which results from an **insured cause** which is covered elsewhere in the section.

Illegal activities exclusion

We will not cover **damage** caused by property being used, by **you** or any occupants, for illegal activities.

Miscellaneous damage exclusion

We will not cover **damage**, caused by or consisting of mechanical or electrical breakdown, corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, **vermin** or insects.

But **we** will cover **you** for **damage** covered elsewhere in this section which results from an **insured cause** covered elsewhere in this section.

More specific insurance exclusion

We will not cover **you** for any property more specifically insured by **you** or on **your** behalf.

Theft exclusion

We will not cover theft or any attempted theft not involving entry to or exit from the **premises**, by forcible and violent means.

Theft from unattended vehicles exclusion

We will not cover theft or attempted theft from an unattended motor vehicle unless the vehicle has all points of access securely closed and locked.

Wear and tear exclusion

We will not cover **damage** caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials.

But **we** will cover subsequent **damage** which results from an **insured cause** covered elsewhere in the section.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Average condition

If at the time of **damage** the sum insured is less than the value of the **property insured**, the amount **we** pay will be reduced proportionately.

Reinstatement condition

If any **property insured** by this section is to be reinstated or replaced by **us**, then **you** should at **your** own expense provide all such plans, documents, books and information that may be required.

We will not be required to reinstate the property exactly but only as circumstances permit and in a reasonable manner.

We will not pay more than the sum insured for any one item insured.

Business interruption

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Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 7. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Notes

- 1 For the purpose of the following defined meanings any adjustment implemented in current cost accounting will be disregarded.
- 2 To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax.
- 3 Adjustments will be made for trends of the **business** and for variations and other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the amount paid represents as closely as possible the results which would have been expected if the **damage** had not occurred.

Customers

All **your customers** who obtain goods or services from **you** on a credit basis.

Damage

Accidental loss or destruction or **damage** caused by

- 1 an insured cause under the Buildings or Contents sections
- 2 **damage** to fixed glass or **damage** to the office or surgery front where shown as covered in **your** schedule.

Gross income

The money paid or payable to **you** for professional services provided in the course of **your business**.

Business interruption *continued*

Indemnity period

The period during which the **business** is affected, starting on the date the **damage** occurred and ending not later than the number of months shown in **your** schedule.

Outstanding debit balances

The total amount of money owed to **you** by **your customers** at the date of the **damage** after adjustments for

- 1 bad debts and for amounts debited (or invoiced but not debited) and credited
- 2 debit and credit amounts owed and not passed through **your** books during the period between the last record and the date of the **damage**.

Vermin

Rats, mice, grey squirrels, owls, pigeons, foxes, bees and wasps or hornets.

✓ What is covered

If any property used by **you** at **your premises** for the purpose of the **business** suffers **damage** during the **period of insurance**, and as a result **your business** is interrupted or interfered with then **we** will pay **you** for loss of **gross income** by paying

- 1 an amount representing the difference between the **gross income** during the **indemnity period** as compared to the **gross income** during the equivalent period immediately before the **damage** (same period in the previous year)
- 2 any reasonable additional expenses incurred in maintaining sales during the **indemnity period** but not more than the loss avoided under **1** above

less any amount saved during the **indemnity period** in respect of reduced expenses due to the **damage** or savings made due to salvage sold.

Provided that

- 1 the property is insured and a payment has been made or liability accepted under the Buildings or Contents sections of this **policy** or under any other insurance covering the buildings at **your premises**
- 2 such **damage** would not have been excluded by the Buildings or Contents sections of this **policy**
- 3 if the sum insured shown in **your** schedule is less than the loss of **gross income** the amount payable will be proportionately reduced.

If the **damage** occurs in the first trading year the payment under **1** above will be based on the trading figures immediately prior to the loss.

We will not pay any claim under this section unless **you**

- 1 take all action which may be reasonably necessary to minimise or stop any interruption of or interference with the **business** to avoid or reduce the loss
- 2 provide **us** with a written statement at **your** own expense setting out the details of **your** claim, not later than 30 days after the expiry of the **indemnity period** (or within such further time as **we** may agree in writing).

Limit of cover

The most **we** will pay **you** during any one **period of insurance** is the **gross income** sum insured shown in **your** schedule plus professional accountant's charges.

Extensions of cover

Denial of access cover

Where access to **your premises** is prevented by a local or public authority due to imminent threat to of **damage your premises** as a result of **damage** to property within a 1 mile radius of **your premises** and where this **damage** was caused by a cause listed in the Buildings and contents sections of this **policy we** will cover **you** for loss insured by this section for interference or interruption whether

Business interruption *continued*

your premises or **your** property suffers **damage** or not. **We** will not cover loss, destruction or **damage** to property or any supply undertaking from which **you** obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of these services.

The **maximum indemnity period** under this cover shall be 12 weeks from the date of the **damage** that resulted in denial of access.

Our liability will not exceed €25,000 any one **period of insurance**.

Documents cover

We will pay **you** for loss of **gross income** following interruption of or interference with the **business** during the **indemnity period** as a result of **damage** to documents belonging to **you** or held by **you** in trust whilst temporarily at **premises** not in **your** occupation or whilst in transit by road, rail or inland waterway anywhere within the **policy territories**.

Failure of public supply cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with **your** business caused by the accidental failure of

- 1 the public electricity supply at **your** suppliers land based generating station or sub station.
- 2 the public gas supply at **your** suppliers land based premises
- 3 the public water supply at **your** suppliers land based waterworks or pumping station
- 4 the public telecommunications services at **your** supplier's land based premises

from which **you** obtain electricity, gas, water or telecommunications services, provided **your** supplier is situated within the **policy territories**, where such accidental failure is a direct result of **damage** caused by an Insured Cause 1 to 8 under the Material Damage Section

After the application of all other terms and conditions of this section, the most **we** will pay for

any one claim and in total during any one **period of insurance** is €25,000

The 'Reinstatement of sum insured after loss cover' shall not apply in respect of this cover.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the accidental failure(s) of supply or service at **your** premises and ending after 12 weeks in total during which time the results of **your** business are affected regardless of the number of incidents, number of **your** suppliers affected during the **period of insurance** or the number of premises insured.

We will not cover;

a. any failure

- 1 which does not involve a cessation of supply for at least 24 hours OR
- 2 due to an excluded contingency under the material damage section

b. loss resulting from failure caused by

- 1 the deliberate act of any supplier or by them using their power to withhold or restrict supply or services OR
- 2 strikes or any labour or trade disputes OR
- 3 solar flare or other atmospheric or weather conditions but **we** will cover failure due to **damage** to equipment caused by these conditions.

Murder, suicide or disease cover

We will cover **you** for any **business** interruption insured by this section caused solely and directly by;

- 1 A public authority order to close **your premises** as a result of an outbreak of any of the following diseases at **your premises**;

Acute Encephalitis

Acute Poliomyelitis

Anthrax

Chicken Pox

Diphtheria

Dysentery

Business interruption *continued*

Legionellosis
Legionnaires' Disease
Malaria
Measles
Meningococcal Infection
Mumps
Ophthalmia Neonatorum
Paratyphoid fever
Bubonic, Septicemic & Pneumonic Plague
Rabies
Rubella
Tetanus
Tuberculosis
Typhoid Fever
Whooping Cough
Yellow Fever

- 2 the closing of the whole or part of the **premises** as a result of murder or suicide at the **premises** by order of a public authority
- 3 the closing of the whole or part of the **premises** by order of the public authority as a result of injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **premises**
- 4 the discovery of **vermin** in the building(s) that prevents the use of or part use of the building(s) by order of a public authority

We will not cover any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured.

Notwithstanding any other provision within this cover, **we** will not cover any disease or incident that the World Health Organization declares as a public health emergency of international concern or notes as a pandemic .

The maximum **indemnity period** for any one **period of insurance** under this cover shall not exceed 12 weeks commencing from the date of

- i the compulsory closing of the whole or part of the **premises** (in relation to clause 1 of this cover)

- ii the discovery of murder or suicide (in relation to clause 2 of this cover)
- iii the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
- iv the order of the public authority (in relation to clause 4 of this cover).

Our liability will not exceed €25,000 in any one **period of insurance**.

For the purposes of the cover provided under this cover clause, any references to **damage** or incident within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions and conditions shall be read as if they were references to the cover provided under clauses 1 to 4 above.

Professional accountant's charges cover

We will pay **you** for reasonable charges payable by **you** to **your** professional accountants for producing any details contained in **your business** books or such other proofs, information or evidence as **we** may require under the terms of the Claims notification and Claims procedure conditions and reporting that those details are in accordance with **your business** books or documents.

Reinstatement of sum insured cover

In the event of **damage** the sum insured for this section will be automatically reinstated from the date of the loss unless **we** or **you** give written notice to the contrary.

Provided that in the event of reinstatement **you** will

- 1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
- 2 apply any additional risk improvements which **we** may reasonably require.

Suppliers cover

We will pay **you** for any interruption of or interference with the **business** caused by one of

Business interruption *continued*

the Causes under the Contents section following **damage** at the **premises** of any of **your** suppliers within the **policy territories**.

The most **we** will pay is 5% of the **gross profit** sum insured shown in **your** schedule or €25,000 whichever is the lesser.

Accounts receivable

Your schedule will show if this is covered.

If **your** accounts books or other **business** books or records used for the purpose of the **business** suffer **damage** whilst at **your premises** or whilst temporarily removed during the **period of insurance**, which results in **your** inability to trace or establish the **outstanding debit balances we** will pay **you**

- 1 an amount representing the difference between the **outstanding debit balances** at the date of the **damage** and the total amount received in payment of them during the 12 months after the **damage**
- 2 any reasonable additional expenses incurred in tracing and establishing **outstanding debit balances** but not more than the loss avoided under **1** above.

Provided that

- 1 the accounts books or other **business** books or records are insured and **we** have made a payment or accepted liability under the Buildings or Contents sections of this **policy**
- 2 if the sum insured shown in **your** schedule at the time of the **damage** is less than the **outstanding debit balances** the amount payable will be proportionately reduced
- 3 **you** keep a record of the total amount of **outstanding debit balances** at least once a week and keep a copy in a locked, fire-resistant safe or cabinet at **your premises** or away from **your premises**.

We will not cover any losses under this optional cover resulting from

- 1 misplacing or misfiling of information

- 2 the deliberate act of the public supply company in restricting or withholding **your** electricity supply
- 3 deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

Limit of cover

The most **we** will pay **you** for **outstanding debit balances** during any one **period of insurance** is the sum insured shown in **your** schedule plus professional accountant's charges.

× What is not covered

Erasure of data exclusion

We will not cover **damage** arising directly or indirectly from

- 1 erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately caused by rioters, strikers, locked-out workers, people taking part in labour disturbances or civil commotion or malicious people
- 2 other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from an insured Cause **1** to **8** which is covered under the Buildings or Contents Sections of this **policy**.

Transmission Lines Exclusion

We will not cover **you** for loss, destruction or **damage** to any kinds of above or below ground conductors (e.g. transmission and distribution lines) including wires, cables, poles, scaffolding, pylons and masts or any property forming a part thereof or connected therewith and including substations and transformer stations unless such conductors for which the insured carries the risk are located no further than 1000 meters from an insured plant of this insured.

This exclusion includes but is not limited to conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual.

It is understood and agreed that public utilities extensions and/or suppliers extensions and/or contingent **business** interruption coverages are not subject to this exclusion, provided that these are not part of a transmitters' or distributors' **policy**.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Alternative trading condition

If during the **indemnity period** goods are sold or services provided elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf, the money paid or payable in respect of such sales or services will be brought into account in arriving at the reduction of sales during the **indemnity period**.

Average condition

If the **gross income** sum insured shown in **your** schedule is less than the actual **gross income** in the 12 months (or a proportionately increased multiple of this when the **indemnity period** exceeds 12 months) before the **damage** then the amount payable will be proportionately reduced.

Cessation or discontinuation of trading condition

If after the start of the **period of insurance** the **business** is wound up or carried on by a liquidator or receiver or permanently discontinued **we** will

not cover **you** from the date of such change or alteration.

Claims procedure condition

We will not pay any claim under this section unless **you** provide **us** with a written statement, at **your** own expense, setting out the details of **your** claim, no later than 30 days after the expiry of the **indemnity period** (or within a period of time as **we** may agree in writing).

Reasonable precautions condition

We will not pay any claim under this section unless **you** take all action which may be reasonably necessary to minimise or stop any interruption of or interference with the **business** to avoid or reduce the loss.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Public liability

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Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 7. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Additional persons insured

- 1** The personal representative of any deceased person entitled to the cover provided by this section but only in respect of liability incurred by the deceased person.
- 2** At **your** request
 - a** any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions
 - b** any director or **employed person of yours** in connection with the **business**
 - c** any officer or member whilst undertaking their duties in connection with **your**
 - i** canteen, sports, social, educational or welfare organisations
 - ii** fire, security, first aid, medical or ambulance services
 - d** any director or officer of **yours** for whom private work is undertaken by any **employed person**, with **your** prior consent.

Asbestos

Asbestos in any form, **asbestos** fibres or particles or derivatives of **asbestos** or any material containing **asbestos**.

Bodily injury

Death, **bodily injury**, illness or disease.

Claim costs

Costs and expenses

- 1** of any claimant which **you** or any of the **additional persons insured** become legally liable to pay

Public liability *continued*

- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured** including solicitors fees at
 - a any coroner's inquest or fatal accident inquiry
 - b summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Employed person(s)

Anyone

- 1 under a contract of service or apprenticeship with **you**
- 2 who is
 - a employed by **you** or on **your** behalf on a labour only basis
 - b self employed
 - c hired to **you** or borrowed by **you** from another employer
 - d a voluntary helper or taking part in a work experience or training schemeand under **your** control or supervision.

Event

Claim or series of claims against **you** or the **additional persons insured** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Limit of indemnity

The amount shown in **your** schedule as the **limit of indemnity**.

Offshore

On or working from, or travelling by sea or air, to, from or between an **offshore** rig, platform or similar **offshore** installation.

Pollution or contamination

Pollution or **contamination** of buildings or other structures or of water, land or the atmosphere.

Loss, **damage** or **bodily injury** directly or indirectly caused by such **pollution** or **contamination**.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

✓ What is covered

Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1 the management and upkeep of **your premises** and land at the same address
- 2 providing and managing facilities primarily used for fire prevention, safety or security at **your premises**
- 3 private work completed with **your** prior consent by an **employed person** for **your** directors, partners or officers
- 4 the sale or disposal of **business** assets.

Awards of damages cover

We will pay the amount of **damages** which **you**, or any of the **additional persons insured** are legally liable to pay as a result of accidental

- 1 **bodily injury** to any person
- 2 loss of or **damage** to material property

Public liability *continued*

- 3 obstruction, trespass, nuisance or interference with any right of way, air, light or water
- 4 wrongful arrest, defamation resulting from accusation of shoplifting, detention, imprisonment or eviction of any person or invasion of the right of privacy up to €20,000 for any one incident and up to €40,000

during the **period of insurance** in connection with **your business**.

Claims costs cover

We will pay **claim costs** in connection with a claim for which an award of **damages** is paid or may be payable under this section, but **we** will not cover **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at a rate of

- 1 €250 per day for any director or partner
- 2 €150 per day for any **employed person**

for each day that **we** request attendance at court as a witness in connection with a claim, for which an award of **damages** is paid or may be payable under this section.

Contingent motor liabilities cover

We will pay the amount of **damages** for which **you** are liable by law and **claim costs** as a result of accidental

- 1 **bodily injury**
- 2 loss of or **damage** to property not owned or held in trust by **you** or in **your** custody or control

occurring during the **period of insurance** and arising out of

- a the use by an **employed person** of their own motor vehicle within the European Union
- b the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your premises**.

The Road Traffic Act exclusion in this section does not apply to this cover provided that **we** will not pay

- i for loss of or **damage** to any motor vehicle referred to in **a** or **b** above
- ii unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
- iii where cover is provided (or would be provided but for a term of cover) by another insurance **policy**.

Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to cover as if a separate **policy** had been issued to each, but the total amount payable by **us** on behalf of all, will not exceed the **limit of indemnity** in any circumstances.

Personal liability cover

At **your** request, **we** will pay the amount of **damages** for which any of **your** directors, partners or **employed person(s)** or their spouse or children are liable at law and **claim costs**, as a result of accidental

- 1 **bodily injury**
- 2 loss of or **damage** to material property, not owned by or held in trust by **you** or them, nor in **your** or their custody or control

occurring during the **period of insurance**, incurred in a personal capacity during temporary visits anywhere in the world in connection with the **business**, other than

- a arising out of the ownership or occupation of land or buildings
- b where cover is provided under any other insurance
- c in circumstances which a **policy** or section exclusion applies.

Public liability *continued*

Safety legislation costs cover

We will pay for **safety legislation costs**, as a result of any **bodily injury** or loss of or **damage** to material property occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured**, for **damages** covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for **damages** is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for **damages** remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), such appeal is more likely to succeed than not and the total amount of **damages** and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

We will not cover

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses insured by any other **policy**
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Limit of cover

The most **we** will pay for the total of all **damages** arising from one **event** is the **limit of indemnity**.

The **limit of indemnity** is also the most **we** will pay for all **damages** as a result of all occurrences during any one **period of insurance** caused or originating from

1 pollution and contamination

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **event**, will not be more than the **limit of indemnity**.

We will pay **claim costs** in addition to the **limit of indemnity**.

As a result of any claim or claims, **we** may at any time pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made.

We will not then be liable to make any further payment, except for **claim costs** incurred before the date of the claim payment.

X What is not covered

Aircraft and watercraft exclusion

We will not cover legal liability arising from **you** owning, possessing or using any

- 1 aircraft
- 2 watercraft or hovercraft (except watercraft not exceeding eight metres in length or any hand propelled boat or pontoon).

Asbestos exclusion

We will not cover legal liability in any way arising from or contributed to by

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any property or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

Public liability *continued*

Contractual liability exclusion

We will not cover claims

- 1 where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim
- 2 to pay liquidated **damages**, or any contractual fines or amounts payable under contractual penalty clauses.

Design and advice and malpractice exclusion

We will not cover any claims caused by or arising from any breach of professional duty in relation to

- 1 advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification or testing undertaken or given for a fee
- 2
 - a medical or dental practice
 - b nursing care
 - c healthcare advice, diagnosis or treatment
 - d food, drink, medicine or medical preparation supplied or given.

Employee injury exclusion

We will not cover **bodily injury** sustained by any **employed person(s)** arising out of and in the course of their employment with **you**.

Excess exclusion

We will not cover the **excess** of €500 for third party property **damage** and this will apply to each **event**.

Managing agents professional risk exclusion

We will not cover any legal liability arising out of

- 1 loss of or **damage** to
- 2 any act, error, omission or fault in the service or duties **you** provide or contract to undertake as agents for

property let or managed or any property for which **you** are responsible.

Manual work away exclusion

We will not cover any **bodily injury**, loss or **damage** caused by or arising out of manual work away from the **premises** other than the collection or delivery of goods or whilst participating at trade exhibitions or trade fairs for the purpose of the **business**.

Offshore exclusion

We will not cover legal liability arising in connection with any person while **offshore**.

Pollution and contamination exclusion

We will not cover legal liability arising from **pollution or contamination**, other than caused by a sudden and unexpected incident which takes place at a specific time and place during the **period of insurance**. All **pollution or contamination** which arises out of one incident will be considered to have happened at the time the incident takes place.

Products exclusion

We will not cover legal liability arising from products sold or supplied other than

- 1 books, stationary, documents, printed matter and data carrying materials used to promote or fulfill non manual services offered or provided by **you**
- 2 second hand possessions previously used by **you**
- 3 food and drink sold or supplied at **your premises**

in connection with the **business**.

Property under your control exclusion

We will not cover loss or **damage** to property owned by **you** or which is held in **your** care, custody or control

but **we** will cover

- 1 **premises** which are leased, let, rented, hired or lent to **you**, as long as a tenancy or other agreement does not
 - a give rise to **contractual liability**

Public liability *continued*

- b** say that loss or **damage** must be insured under a property insurance **policy** arranged by **you** or on **your** behalf
- 2** **premises** including contents which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**
- 3** **employed persons** or visitors vehicles or effects while on the **premises**.

Punitive damages exclusion

We will not cover claims to pay any award of punitive, exemplary or aggravated **damages** or additional **damages** resulting from the multiplication of compensatory **damages**, by a court of law outside the **policy territories**.

Road Traffic Act exclusion

We will not cover legal liability arising out of the ownership, possession or use by **you** or on **your** behalf or use by any of the **additional persons insured** of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by road traffic legislation, or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

or under the order of any government or public or local authority.

Overseas establishment exclusion

We will not cover claims caused by or arising from any associated or subsidiary company of **yours**, or any of **your** branch offices, or any representative

of with power of attorney, registered, having **premises** or resident outside the **policy territories**.

Airside Exclusion

We will not cover claims caused by or arising from any services in, or on

- 1** aircraft
- 2** airport or airfield runways,

maneuvering areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

Employers' liability

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Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 7. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Additional persons insured

- 1 The personal representative of any deceased person entitled to the cover provided by this section but only in respect of liability incurred by the deceased person.
- 2 At **your** request
 - a any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions
 - b any director or **employed person** of **yours** in connection with the **business**
 - c any officer or member whilst undertaking their duties in connection with **your**
 - i canteen, sports, social, educational or welfare organisations
 - ii fire, security, first aid, medical or ambulance services
 - d any director or officer of **yours** for whom private work is undertaken by any **employed person**, with **your** prior consent.

We will only provide cover if each person keeps to the terms, exclusions and conditions of this **policy**.

Bodily injury

Death, **bodily injury**, illness or disease.

Claim costs

Costs and expenses

- 1 of any claimant which **you** or any of the **additional persons insured** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured** including solicitors fees at

Employers' liability *continued*

- a any coroner's inquest or fatal accident inquiry
- b summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Employed person(s)

Anyone

- 1 under a contract of service or apprenticeship with **you**
 - 2 who is
 - a employed by **you** or on **your** behalf on a labour only basis
 - b self employed
 - c hired to **you** or borrowed by **you** from another employer
 - d a voluntary helper or taking part in a work experience or training scheme
- and under **your** control or supervision.

Limit of indemnity

The amount shown in **your** schedule as the **limit of indemnity**.

Offshore

On or working from, or travelling by sea or air, to, from or between an **offshore** rig, platform or similar **offshore** installation.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

✓ What is covered

Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1 the management and upkeep of **your premises** and land at the same address
- 2 providing and managing facilities primarily used for fire prevention, safety or security at **your premises**
- 3 private work completed with **your** prior consent by an **employed person** for **your** directors, partners or officers
- 4 the sale or disposal of **business** assets.

Awards of damages cover

We will pay the amount of **damages** which **you**, or any of the **additional persons insured** are legally liable to pay and **claim costs** as a result of accidental **bodily injury** to any **employed person** resident in the Republic of Ireland caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

Claim costs cover

We will pay **claim costs** in connection with a claim for which an award of **damages** is paid or may be payable under this section, but **we** will not cover **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at a rate of

- 1 €250 per day for any director or partner
- 2 €150 per day for any **employed person**

for each day that **we** request attendance at court as a witness in connection with a claim, for which an award of **damages** is paid or may be payable under this section.

Employers' liability *continued*

Safety legislation costs cover

We will pay for **safety legislation costs**, as a result of any **bodily injury** or loss or **damage** to material property occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured**, for **damages** covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for **damages** is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for **damages** remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), such appeal is more likely to succeed than not and the total amount of **damages** and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

We will not cover

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses insured by any other **policy**
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Unsatisfied court judgements cover

We will at **your** request pay an **employed person** or their legal personal representatives the amount of any award to that person as a result of a judgement which has been obtained for **bodily injury** against any company, partnership or individual conducting a **business** within the **policy territories** and if such award remains unpaid six months after the date of the judgement.

We will only provide cover if

- 1 there is no outstanding appeal
- 2 the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
- 3 the judgement was obtained in a court within the **policy territories**
- 4 the **employed person** or their personal representative assigns the amount of the judgement to **us**.

Limit of cover

The most **we** will pay for the total of all **damages** and **claims costs** is the **limit of indemnity** shown in **your** schedule and will apply to any one claim or series of claims by one or more of the **employed person(s)** arising from one occurrence.

As a result of any claim or claims, **we** may at any time pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made.

We will not then be liable to make any further payment as a result of the claim or claims, except for **claim costs** incurred before the date of the claim payment.

× What is not covered

Manual work away exclusion

We will not cover any **bodily injury**, loss or **damage** caused by or arising out of manual work away from the **premises** other than the collection or delivery of goods or whilst participating at trade exhibitions or trade fairs for the purpose of the **business**.

Offshore exclusion

We will not cover legal liability as a result of **bodily injury** to an **employed person** while **offshore**.

Road Traffic Act exclusion

We will not cover legal liability for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any road traffic legislation.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about this condition or whether **you** need to notify **us** about any matter, please contact **us**.

Computer equipment

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Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 7. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Property insured

1 Computer equipment

Computer and auxiliary equipment used for electronic processing communication and storage of **data** including

- a** fixed disks, interconnecting wiring and telecommunications systems
- b** temperature and environmental control equipment, power supply voltage regulating and other protective equipment used exclusively in connection with the computer equipment.

2 Computer records

All current and back up **computer records** (excluding fixed disks and paper records of any description) incorporating stored programs and/or information stored on them being **your** property or leased, hired or rented to **you** on **your premises** or anywhere within the **policy territories**.

Computer equipment *continued*

✓ What is covered

Causes

We will pay you for **damage** to the **property insured** caused by any of the following Causes occurring during the **period of insurance**

- 1 breakdown or failure of any part of the **property insured** whilst in ordinary use arising from either mechanical or electrical defect causing a stoppage of normal functions
- 2 failure or fluctuation of the supply of electricity to the **computer equipment**
- 3 erasure, destruction, corruption or distortion of software contained or **data** stored on fixed disks or **computer records**.

Limit of cover

The most we will pay you during any **period of insurance** including any payment made under the Special conditions is

- 1 **Computer equipment**
The limit shown in your schedule.
- 2 **Computer records** – €5,000.

Extensions of cover

Additional expenditure cover

We will pay for the additional costs necessarily and reasonably incurred by you to

- 1 prevent or minimise the interruption of or interference with the work normally carried out by or on the **computer equipment**
- 2 recompile or restore **data** or software or replace third party proprietary software as a direct result of loss or **damage** to the **property insured** caused by Cause 1. Paragraph 5 of the Miscellaneous causes exclusion under the heading What is not covered will not apply.

Provided that our liability will not exceed €5,000 in any one **period of insurance**.

Additional rental cover

We will pay for the additional rental arising out of the replacement of a lease or hire agreement in respect of the **property insured** by a new contract for a similar property as a result of loss or **damage** covered by this section.

Provided that our liability does not exceed €5,000 in any one **period of insurance**.

Incompatibility of computer records cover

We will pay for the costs of

- 1 modification of the **computer equipment**
or
- 2 replacement of **computer records** together with reinstatement of programs and/or information on them whichever is the lesser amount, to achieve compatibility in the event that the loss of **computer equipment** has resulted in undamaged **computer records** being incompatible with the replacement **computer equipment**.

Provided that our liability does not exceed €5,000 in any one **period of insurance**.

Computer equipment *continued*

✘ What is not covered

Excess exclusion

We will not cover **you** for the **excess** shown in **your** schedule.

Maintenance agreement exclusion

We will not cover loss, destruction or **damage** to the **property insured** resulting from its own breakdown unless there is an approved maintenance agreement in force providing a minimum service of on call remedial and/or corrective maintenance at inclusive costs.

Miscellaneous causes exclusion

We will not cover loss, destruction or **damage**

- 1 for which any manufacturer, supplier, agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
- 2 where **you** are relieved of responsibility under any rental, hire or lease agreement
- 3 caused by any of the insured Causes stated in the **Contents** section whether insured or not
- 4 caused by or consisting of wear and tear or deterioration due to atmospheric or climatic conditions, but **we** will cover subsequent **damage** which results from a Cause covered elsewhere in the section
- 5 caused by a deliberate act of a supply undertaking in withholding the supply of electricity or telecommunication services unless for the sole purpose of safeguarding life
- 6 caused by the inability of the supply undertaking to maintain the supply system due to industrial action by its employees
- 7 caused by the use of telecommunications equipment which is not approved by the telecommunications authority

- 8 caused by it undergoing any process of production, packaging, treatment, testing, commissioning, servicing or repair
- 9 caused by the use of unproven software which has not been finalised or which has not passed all the testing procedures or which has not been successfully proven
- 10 caused by programming errors or design defects in software
- 11 caused by or resulting from the failure or interruption of any electrical power supply network or telecommunication networks not owned and operated by **you**. This exclusion shall not apply to losses caused by or resulting from physical damage, if otherwise insured by this section, to the electrical power supply network, telecommunication networks or other property.

Computer equipment *continued*

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Reinstatement condition

In the event of loss, destruction or **damage** to the **computer equipment we** will pay the reinstatement value of the property lost, destroyed or **damaged**.

For this purpose 'reinstatement' means

- 1 the rebuilding or replacement of property lost or destroyed which provided that **our** liability is not increased may be carried out
 - a in any manner suitable to **your** requirements
 - b upon another site
- 2 the repair or restoration of property **damaged** in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special conditions for the Reinstatement condition

- 1 **Our** liability for the repair or restoration of property **damaged** in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- 2 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this condition exceeds its sum insured at the start of any destruction or **damage**, **our** liability

will not exceed that proportion of the amount of the destruction or **damage** which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

- 3 No payment beyond the amount which would have been payable in the absence of this condition will be made
 - a unless reinstatement starts and proceeds without unreasonable delay
 - b until the cost of reinstatement has actually been incurred
 - c if the **property insured** at the time of its **damage** is insured by any other **policy** effected by **you** or on **your** behalf which is not on the same basis of reinstatement.
- 4 All the terms and conditions of the **policy** will apply
 - a in respect of any claim payable under the provisions of this condition except if **we** vary them
 - b where claims are payable as if this condition had not been incorporated.

Subrogation waiver condition

We agree to waive any rights of subrogation against any user of the **computer equipment** provided that

- 1 such user has **your** permission to use the **computer equipment** and
- 2 such user will observe, fulfil and be subject to the terms, exclusions and conditions of this section, as if they were **you**.

Back-up records condition

You will maintain a minimum of 2 generations of verified back-up **computer records** taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain records in accordance with the maker's recommendations. If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Professional indemnity section

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Your schedule will show if this section is covered.

Important

This section operates on a claims made basis. This means that **we** will only provide cover as a result of **claims** or losses made against **you** and notified to **us** during the **period of insurance**.

Meanings of defined terms

You can find the meanings for words in bold blue on page 7. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Asbestos

Asbestos in any form, **asbestos** fibres or particles or derivatives of **asbestos** or any material containing **asbestos**.

Bodily injury

Death, bodily injury, illness or disease.

Circumstances

Any incident, occurrence, fact, matter or act which **you** become aware of that may result in a loss or **claim** against **you**.

Claim(s)

Any verbal or written demand, notice or communication

- 1 making a claim, counter claim, allegation, assertion or application for legal remedy
- 2 containing reference to, or serving notice of intent to start legal proceedings
- 3 invoking any pre-action protocol as set under the Civil Procedure Rules
- 4 referring to arbitration, adjudication or complaint proceedings.

Professional indemnity section *continued*

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability by law beyond that applicable in the absence of those terms.

Defence costs

Costs and expenses incurred by **us**, or by **you** with **our** written permission, in connection with the investigation, defence or settlement of any **claim** against **you**, for which an award of damages is paid or may be payable under this section.

Documents

Any **documents**, information or data, including computer systems records and electronic data, which are **your** property or are looked after by or deposited with **you** in the usual course of the **business** and which **you** are responsible for, excluding bearer bonds, coupons, bank or currency notes and negotiable instruments.

Limit of indemnity

The amount shown in **your** schedule as the **limit of indemnity**.

Professional business activity

The professional services undertaken by **you**, or on **your** behalf in connection with the **business** or by any person or partner **you** have succeeded in the **business**.

✓ What is covered

Civil liability cover

We will pay the amount of damages and claimants cost and expenses, if a **claim** is made as a result of civil liability in connection with the **professional business activity**, provided the **claim** is first made against **you** during the **period of insurance** and **we** are notified during the same **period of insurance** or within seven days after expiry.

Defence costs cover

We will pay **defence costs** but **we** will not cover costs and expenses for any part of a **claim** not covered by this section.

Documents cover

We will pay reasonable costs and expenses for replacing or restoring **documents**, up to a maximum of €50,000 during any one **period of insurance**, that have become lost or damaged in the conduct of the **professional business activity**.

We will only pay if loss or damage

- 1 occurs whilst the **documents** are in **your** custody or control, in transit or entrusted by **you** to another party
- 2 is discovered by **you** and notified to **us** during the **period of insurance**.

We will not cover **documents** which are stored on a computer system, unless these **documents** are duplicated on at least a daily basis with the intention that the duplicate can be used to restore the **documents**, in the event of loss or damage.

Notification cover

You are required to notify **us** of any **claim** or **circumstances** as soon as possible. Any **claim** arising from **circumstances** notified during the **period of insurance** and which is later made against **you** after the expiry of the **period of insurance**, will be considered to have been made against **you** during the **period of insurance** in which **you** first told **us** of the **circumstances**.

Limit of cover

The most **we** will pay as a result of damages and claimants costs and expenses, as a result of any one **claim** made against **you**, is the **limit of indemnity**.

All **claims** attributable to the same act, error or omission, or series of acts, errors or omissions, as a result of or arising directly or indirectly from the same source or original cause, will be regarded as one **claim**.

Professional indemnity section *continued*

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **claim**, will not be more than the **limit of indemnity**.

Any dishonesty or fraud, committed by a person or people acting together will be regarded as one **claim**.

We will pay **defence costs** in addition to the **limit of indemnity**.

As a result of any **claim(s)**, **we** may at any time pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment as a result of the **claim(s)**.

✗ What is not covered

Asbestos exclusion

We will not cover any **claim** in any way, arising from or contributed to by

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any property or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

Construction or installation exclusion

We will not cover any **claim** arising from the conduct of the **professional business activity** where **you** contract to undertake any construction, erection, installation or maintenance works, or manufacture or supply materials or equipment (other than project models or displays) in connection with such works.

Contractual liability exclusion

We will not cover **contractual liability**.

Controlling interest exclusion

We will not cover any **claim** arising from or brought by a firm, company or organisation

- 1 with a financial interest in **you**
- 2 in which any of **your** partners, directors or principals have a controlling interest unless a claim is brought against **you** by a source independent of such firm, company or organisation.

Directors liabilities exclusion

We will not cover any **claim** made against **you** or **your** directors, officers or trustees as a result of a breach of their duties.

Dishonesty or deliberate acts exclusion

We will not cover

- 1 any fraudulent or dishonest act or omission, committed or condoned by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to that person. **We** will not pay any person committing, condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature
- 2 defamation, unless it can be shown that **you** acted in good faith, or **you** could not reasonably have known of or prevented a defamatory statement
- 3 any act, error or omission that **you** deliberately spitefully or recklessly commit, condone or ignore.

Employment disputes exclusion

We will not cover any **claim** arising out of any kind of employment related dispute, or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective employee of **yours**.

Professional indemnity section *continued*

Excess exclusion

We will not cover the **excess** of €1,000. **You** will have to pay the **excess** shown as a result of each **claim**, except where the **claim** is solely under the **documents** cover. All **claims** attributable to the same act, error, or omission, or series of acts, errors or omissions as a result of or arising directly or indirectly from the same source or original cause will be regarded as one **claim**.

Fines and penalties exclusion

We will not cover any fines, penalties, punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of a court.

Goods supplied exclusion

We will not cover any **claim** arising out of any goods or materials **you** have supplied or used, or made arrangements to supply or use, or the manufacture, repair, sale, installation or maintenance of any product by **you** or on **your** behalf.

Injury exclusion

We will not cover liability arising out of **bodily injury**

- 1 to any employed person, in the course of their employment by **you**
- 2 directly caused to any person as a result of any physical, mental or cosmetic treatment provided by **you**
- 3 to any person in **circumstances** not mentioned above, unless arising directly from a breach of a duty of care in the **professional business activity**.

Insolvency exclusion

We will not cover any **claim** arising out of or in connection with **your** insolvency or bankruptcy (including any claim made by **your** liquidator, provisional liquidator or administrator).

Internet activity exclusion

We will not cover any **claim** arising out of

- 1 the management of financial transactions
- 2 obscene, blasphemous or pornographic material

on the internet.

Joint venture exclusion

We will not cover any **claim** arising from a partnership, venture or joint venture of which **you** are a member.

North America claims exclusion

We will not cover any **claim** instituted or pursued

- 1 within the United States of America or Canada, or any territories which come within the jurisdiction of the United States of America or Canada, or in which it is contended that the laws of the United States of America or Canada should apply
- 2 to enforce a judgment obtained in any Court of the United States of America or Canada, or any territories which come within the jurisdiction of the United States of America or Canada.

Pension and financial schemes exclusion

We will not cover any **claim** arising from any fund, plan or scheme established or maintained to provide pension, trust or financial benefits to **you** or any employee of **yours**.

Property damage exclusion

We will not cover any **claim** for loss of or damage to property unless directly arising from a breach of a duty of care in the professional business activity.

Property ownership exclusion

We will not cover any **claim** arising from the ownership, possession, leasing or use of any land or building, structure or any other property or goods, whether mobile or immobile.

Retroactive cover exclusion

We will not cover any **claim** arising from the provision of the **professional business activity**, caused by or due to an act, error or omission prior to the retroactive date shown in **your** schedule.

Professional indemnity section *continued*

Trading losses exclusion

We will not cover any **claim** arising out of trading losses or trading liabilities incurred by **you** or any business managed or carried on by **you**.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify **circumstances** whereby non-compliance will mean that **you** will not receive payment for a **claim**. However **you** will be covered and **we** will pay **your claim** if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the **circumstances** in which it occurred.

Special claims procedures condition

You must inform **us** as soon as possible within the **period of insurance** of

- 1** any **claim** or possible **claim** against **you**
- 2** the discovery of, or any reasonable suspicion that a person has acted dishonestly
- 3** the discovery of any loss of or damage to **documents**
- 4** **claims** or **circumstances**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

Legal expenses

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Important information

Legal Advice Line - The legal advisory service provided by the Company on an unrestricted basis to the Insured If **you** have a legal or tax issue **you** can obtain free advice by telephoning 01 8658807 Whilst this **Policy** remains in force the service may be used as often as necessary.

You can obtain telephone based legal advice on Irish law by calling the AXA legal advice line on (01) 8658807.

Advice can be sought on a wide range of areas of law including employment, health and safety and tax. The advice is provided by barristers, solicitors and tax consultants and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations may be recorded.

The AXA legal advice line is not empowered to give advice on the admissibility of any claim under the **policy**. If **you** wish to make a claim **you** must contact the administrator's claims department.

This is a 'claims made' Section of the **Policy** It only covers claims notified to the Company during the **Period of Insurance**.

Limits of Liability

The maximum liability of the Company under this Section is limited to

1. €150,000 Any One Claim
2. €1,500,000 All claims or legal proceedings made and or notified during the **Period of Insurance**

Covers Applicable to this Section

1. Contract Disputes

Legal Expenses incurred by reason of the defence or pursuit of legal proceedings in a contractual dispute with a Contracting Party where the contract is for the sale or hire of goods or the supply of a service within the

Legal expenses *continued*

Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980

- a** Legal Expenses incurred in the pursuit of a dispute shall be limited to 75% of the amount in dispute
- b** the amount in dispute exceeds €375 and is less than the upper limit of the district court
- c** where the dispute relates to monies owed to the Insured and liability for the debt is not contested the Insured refers the debt to the Debt Collection Service within thirty days of the Due Date and agrees use of the service shall be paid for by the Insured If the Debt Collection Service exhausts its normal recovery procedure and recommends to the Company legal proceedings are necessary the Insured shall immediately submit a claim under this Section

Exclusions applicable to 1 Contract Disputes

- a** the first €375 of Legal Expenses incurred in Any One Claim
- b** breach or alleged breach of the duty of a professional
- c** bills of exchange credit and securities or guarantee or contracts governed by or disputes relating to the Consumer Credit Act 1995
- d** assignment agency franchise or bailment other than hire
- e** employment disputes or any dispute in respect of a contract of service
- f** landlord and tenant disputes
- g** any dispute to be determined at Arbitration
- h** construction contracts
- i** insurance contracts
- j** disputes arising out of motor vehicles

2. Employment Disputes

- a** Legal Expenses incurred by the Insured in defending legal proceedings following a dispute with an Employee ex Employee or prospective Employee concerning their contract of employment with the Insured or a breach of employment related legislation and
- b** Awards of Compensation in respect of such legal proceedings provided in respect of a) – g) below the Insured has sought and followed with due diligence the advice of the Legal Advice Line as to the procedure to be adopted and has received specific authorisation from the legal advice line
- c** prior to carrying out any disciplinary procedure or action
- d** prior to the dismissal of an Employee
- e** prior to implementing a redundancy programme and prior to making an Employee redundant
- f** upon notification formally or informally of a grievance from an Employee
- g** upon notification formally or informally of a complaint of sexual racial or religious discrimination or discrimination relating to disability or sexual orientation
- h** prior to any adverse variation of the terms or conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration)
- i** on becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an Employee walking out with or without notice

Exclusion applicable to 2 Employment Disputes

- a** Legal Expenses and Awards of Compensation under any contractual or legislative provision insofar as any claim arises from or is connected with any **business** transfer falling within the scope of the European Communities (Protection

Legal expenses *continued*

of Employees on Transfer of Undertakings Directive 2001/23/EC

3. Criminal Prosecution Defence

Legal Expenses incurred in defending a prosecution in a court of criminal jurisdiction including an appeal by the Insured against the service of an Improvement or Prohibition Notice under Section 67 of the Safety Health and Welfare at Work Act 2005 or the Food Safety Authority of Ireland Act 1998

Exclusions applicable to 3 Criminal Prosecution Defence

- a** the ownership possession hire or use of a motor vehicle
- b** any prosecution relating to or arising from investigations by the Revenue Commissioners or the Department of Social and Family Affairs
- c** any prosecution alleging violence or dishonesty

4. Property Disputes

Legal Expenses incurred in the pursuit or defence of legal proceedings in respect of

- a** dispute over the possession of freehold or leasehold Property
- b** dispute in respect of actual or alleged negligence nuisance or **damage** to Property including fixtures and fittings provided the Insured will suffer financial loss if the Insured fails to pursue or defend the claim or legal proceedings

Exclusions applicable to 4 Property Disputes

- a** mining or other subsidence or heave however caused
- b** a contract other than agreement for use
- c** any dispute relating to rent or service charges tax planning or building regulations/decisions compulsory

purchase orders or renewal of a contract for use

5. Data Protection

Legal Expenses incurred in defending legal proceedings arising out of the General Data Protection Regulations The Company further agrees to indemnify the Insured against compensation awards which the Insured is ordered to pay consequent upon the holding loss or unauthorised disclosure of data due to an action arising out of General Data Protection Regulations Provided that any compensation award follows the unsuccessful defence of an action arising out of the General Data Protection Regulations to which the Company has consented

6. Tax Protection

Professional expenses incurred by the insured in any Revenue Commissioners ("Revenue") investigation or VAT dispute against the insured in respect of:

Sub-Section 6A

Revenue Investigations

- a** Representation of the insured in a Revenue detailed investigation (comprehensive audit) into an insured's Self Assessment Return only insofar as the audit relates to the insured's **business** affairs
- b** Representation of the insured at Revenue Employer Compliance dispute into the **business(s)** PAYE/PRSI returns
- c** Appeals by the Insured at an Appeal Commissioners Hearing ("Hearing") following a claim in respect of a) and b) above and at the appeal against a decision following such Hearing Provided that
 - i** in the case of a full audit the Revenue have issued a Notice under Part 38 Chapter 4 Taxes Consolidation Act 1997 (as amended by subsequent Finance Acts and Statutory Instruments)

Legal expenses *continued*

- ii in the case of an Employer Compliance dispute there is a reasonable prospect of reducing the liabilities alleged by the Revenue and the dispute follows an audit visit by the Revenue
- iii the company has consented to representation at a Hearing and any subsequent appeal

Subsection 6B – VAT Disputes

- a representation of the Insured in respect of the local review procedure in order to reach agreement with Revenue
- b representation of the Insured at an Appeal Commissioners hearing
- c representation of the Insured at an appeal against an Appeal Commissioners decision

Provided that

- i a written decision assessment or statement of alleged arrears has been made by Revenue into Value Added Tax and/or Value Added Tax default surcharges and misdeclaration penalties
- ii the dispute follows a control visit by Revenue and there is a reasonable prospect of reducing the liabilities alleged by Revenue
- iii the company has consented to the representation at a VAT Appeal Commissioners appeal and any subsequent appeal

Exclusions applicable to 6 Tax Protection

- a technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction with the insured's affair
- b the defence of a criminal prosecution
- c Taxation proceedings which arise out of negligent misstatements or omissions made by or on behalf of the Insured in

respect of returns or accounts or where there has been a lack of reasonable care in the keeping of **business** books and records

- d any claim or proceedings which result solely from investigation of earlier accounts or records
- e any claim made where Corporation Tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position and/or a restricted loss relief under Part 47 Chapter 6 Taxes Consolidation Act 1997 as amended
- f any claim made where the income tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position under Part 47 Chapter 6 Taxes Consolidation Act 1997 as amended
- g The preparation and/or correction of Self Assessment Returns accounts income tax returns P11Ds P35s VAT returns or any other statutory returns
- h Any investigation undertaken by any of the Investigations and Prosecutions Divisions of the Revenue or any enquiry under Sections 27 to 31 of the VAT Act 1972 (as amended)
- i An enquiry into the validity of a claim for a spouses increase in the standard rate tax band
- j Any dispute in connection with the payment of the National Minimum wage
- k A dispute or enquiry in respect of the non operation of PAYE/PRSI where the Revenue take the view that the person engaged is an employee and not a self employed person

7. Statutory Licence

Legal Expenses incurred in the defence of the suspension revocation imposed alteration of or refusal to renew a licence or certificate of registration issued under statute or statutory

Legal expenses *continued*

instrument or by government or local authority to the Insured

Provided that

- a** such licence or certificate of registration is necessary to engage in the **Business** activity of the Insured and has been declared to the Company in the Proposal or Renewal Declaration
- b** the Insured has sought the advice of the Legal Advice Line as to the procedure to be adopted immediately upon receipt of any verbal or written warning from a person in authority which in any way either directly or indirectly affects or may affect the Insured's licence or certificate of registration and has acted on all such advice with due diligence

Exclusions applicable to 7 Statutory Licence

- a** the first €375 of Legal Expenses incurred in Any One Claim
- b** disciplinary or internal hearings conducted by authorities charged with the regulation of the Insured in the performance of Professional Duty nor for any appeal
- c** any claim or legal proceedings arising out of an alteration or refusal to renew a licence or certificate of registration which is imposed by Act of the Oireachtas
- d** any costs incurred in complying with a notice or order whether incidental or not
- e** any claim or legal proceedings arising out of the use or ownership of a motor vehicle

General Exclusions Applicable to the Legal Expenses Section

- a** The defence of the Insured in civil legal proceedings arising from
 - i** injury or disease
 - ii** loss destruction or **damage** of or to property
 - iii** Alleged breach of any Professional Duty

- iv** any tortious liability (other than as specified in Cover 4 Property Disputes)
- b** Any claim or legal proceedings made brought or commenced outside the Territorial Limits
- c** Legal Expenses or Professional Expenses incurred without the Company's prior written consent
- d** Fines or other penalties imposed by a court or tribunal
- e** Any dispute with Government or Local Authority departments concerning the imposition of statutory charges
- f** Disputes between Insureds as specified in the Schedule or any endorsement thereto or with any parent or subsidiary company or partner
- g** Any claim arising out of the deliberate conscious intentional or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent claims or legal proceedings
- h** Any claim arising out of intellectual property or breach of confidentiality or passing off actions whether related to intellectual property or not
- i** Any Legal Expenses incurred in connection with a judicial review
- j** Any claim relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this **Policy** and which the Insured knew or ought reasonably to have known may give rise to a claim dispute or legal proceeding by or against the Insured
- k** Legal Expenses or Professional Expenses incurred by the Appointed Representative for the routine presentation of the Insured's affairs or for matters which go beyond the immediate scope of the claim or legal proceedings
- l** Appeals arising out of legal proceedings to which the Company has not granted consent

Legal expenses *continued*

- m** Any claim or legal proceedings in respect of which the Insured is or but for the existence of this Certificate would be entitled to indemnity under any other insurance **policy** or legal aid certificate or representation order
- n** Any claim consequential loss legal liability or any loss or **damage** to property directly or indirectly caused by or contributed to by seepage **pollution** or **contamination** of any kind
- o** Any dispute between the Insured the Company or the Appointed Representative
- ii** the Insured has reasonable prospects of a successful defence or
- iii** where the Insured enters a guilty plea in respect of a criminal prosecution (Part 3) there are reasonable prospects of significant mitigation of the Insured's fines or penalties If during the course of the claim the Insured ceases to satisfy the Company in respect of a) and b) above indemnity will be withdrawn in respect of Legal Expenses and Awards of Compensation and Professional Expenses

Special Conditions for Claims Settlement Applicable to the Legal Expenses Section

1. Claims Procedure

The Company is to be notified in writing immediately the Insured becomes aware of any cause event circumstance dispute or investigation which has given rise or may give rise to a claim or legal proceedings involving the Insured For queries in this regard please contact (01) 8658807

2. The Company's Consent

It is a condition for Legal Expenses Professional Expenses or Awards of Compensation that the Company's consent to incur Legal Expenses or Professional Expenses must firstly be obtained in writing The Company will grant consent if the Insured can satisfy the Company

- a** It is reasonable to incur Legal Expenses or Professional Expenses and
- b i** the Insured has reasonable prospects of recovery of **damages** or other remedy or

The Company at its discretion may require the Insured to obtain an opinion from Counsel at the Insured's expense as to the merits of a claim or legal proceedings If the Insured elects to proceed with the pursuit or defence of a claim or legal proceedings to which the Company's consent has been refused through lack of reasonable prospects and if the Insured is successful in such pursuit or defence the Company will indemnify Legal Expenses or Professional Expenses incurred after the Company has refused consent as if consent had been granted

3. Conduct of Claim

a Choice of Appointed Representative

Where recourse is necessary to a lawyer and proceedings are issued the Insured is free to choose an Appointed Representative with the Insured paying the first €1,500 of Legal Expenses incurred in respect of Any One Claim In all other cases the Company will choose an Appointed Representative to act on behalf of the Insured in any claim

The name and address of the Appointed Representative the Insured proposes to instruct must be notified in writing to the Company The Company may accept

Legal expenses *continued*

such nomination provided the Company is satisfied the nominated Appointed Representative will co-operate and enable the Insured to comply with the terms of this **Policy** and provided the Company and the nominated Appointed Representative reach agreement as to the Appointed Representative's fees In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured

b Disclosure to the Appointed Representative

The Insured must give to the Appointed Representative all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insured's possession The Insured must provide obtain or execute all documents as necessary and attend meetings or conferences as requested Cover may be withdrawn if the Insured fails to co-operate at all or within a reasonable time with the Appointed Representative's requests

c The Company's Access to Information

The Company is entitled to receive from the Appointed Representative any information document or advice in connection with any claim or legal proceedings even if privileged On request the Insured will give to the Appointed Representative any instructions necessary to secure the required access

d Recovery of Costs and Payment of Legal Expenses and Professional Expenses

All bills the Insured receives from the Appointed Representative must be forwarded to the Company without delay If the Company so requires the Insured must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society or court

The Insured is responsible for payment of all Legal Expenses Professional Expenses or Awards of Compensation The Company will reimburse the Insured or may settle these direct if requested by the Insured to do so

The Insured must not enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses without the Company's written consent

Whenever the Insured is awarded costs or under the terms of any settlement where costs are included those costs are to be repaid to the Company whether actually recovered or not The Insured and their Appointed Representative must make every effort to make a full recovery of costs Where a settlement purports to be a global or a without costs settlement the Insured agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the Company

e Value Added Tax

If the Insured is registered for VAT the Company will not pay the VAT element of any Legal Expenses or Professional Expenses bills

f Instruction of Counsel and Experts

If in the course of any claim or legal proceedings the Appointed Representative wishes to instruct Counsel or an expert their name and an explanation of the necessity for such instruction must be submitted to the Company for consent to the proposed instruction which will not be unreasonably withheld

g Offer of Settlement

It is a condition that the Insured must inform the Company in writing as soon as an offer to settle a claim or legal proceedings is received and before the Insured proposes to make an offer In any settlement the Insured must have regard to Legal Expenses or Professional

Legal expenses *continued*

Expenses incurred or likely to be incurred and the recovery thereof Under no circumstances must the Insured enter into any agreement to settle without the Company's prior written consent which will not be unreasonably withheld If the Insured unreasonably rejects an offer of settlement that the Company recommends acceptance of no further indemnity shall be provided by the Company

4. Appeal Procedure

If following legal proceedings to which the Company has consented the Insured wishes to appeal against the judgement or decision of a court or tribunal the grounds for such appeal must be submitted to the Company through the Appointed Representative immediately or as soon as practicable so the Company may consider whether to consent to such further action If an appeal is lodged against a judgement or decision of a court or tribunal made in favour of the Insured following legal proceedings to which the Company has consented the Insured must notify the Company immediately in order that cover shall continue The Company will inform the Appointed Representative of its decision If the Company so requires it the Insured must cooperate in an appeal against the judgement or decision of a court or tribunal

5. Insolvency or Liquidation of the Insured

If the Insured becomes insolvent or is placed in liquidation during the course of any claim or legal proceedings to which the Company has consented the Company shall reserve the right to withdraw that consent The Insured shall be deemed insolvent or in liquidation upon the appointment of a liquidator or a receiver within the meaning laid down in the Companies Act 2014 as amended

Caring for you

There may be times when **you** feel **you** do not receive the service **you** expect from **us**.

This is **our** complaints process to help **you**.

- ▶ For a complaint about **your policy**, contact **your Broker** or local **AXA Insurance branch**.
- ▶ For a complaint about **your claim**, contact **our** claims action line on **01 8583233**.

If **we** cannot sort out **your** complaint, **you** can contact **our** Customer Care Department on **0818 505505** or:

- ▶ email: **axacustomercare@axa.ie**; or
- ▶ write to **AXA Insurance, Customer Care, Freepost, Dublin 1**.

If **you** are unhappy with the way **we** have dealt with **your** complaint, **you** may be able to refer to:

Financial Services and Pensions Ombudsman Office

Lincoln House, Lincoln Place,

Dublin 2, D02 VH29

Phone: +3531 567 700

Email: info@fspo.ie

Website: www.fspo.ie

Our promise to **you**

We will reply to **your** complaint within five days.

We will investigate **your** complaint.

We will keep **you** informed of progress.

We will do everything possible to sort out **your** complaint.

We will use feedback from **you** to improve **our** service



We're here to help.

If **you** have questions,
phone **your Broker**, contact **your
local AXA Branch** or go to **axa.ie**

For help with claims, ring **us** on
01 8583233
(From outside ROI 003531 8583200)