



BENCHMARK COMMERCIAL PROPERTY OWNERS POLICY

Welcome to the Benchmark Property Owners Insurance Policy and thank YOU for arranging YOUR insurance with US. YOUR insurance is underwritten by RSA Insurance Ireland DAC.

Please check YOUR Statement of Fact Proposal Form to ensure that the details contained on it are accurate as this document forms the basis of the insurance contract. YOUR acceptance of this Policy indicates YOUR agreement that the details contained on the Statement of Fact Proposal Form are accurate.

If the Policy Schedule details do not agree with the details provided in YOUR Statement of Fact Proposal Form or if the details on the Statement of Fact Proposal Form are incorrect then please return the Policy and Schedule immediately to YOUR broker with a note of the changes that should be made. Please also read this Policy carefully to ensure that it provides the cover YOU require. YOUR Policy Schedule sets out which Sections of cover YOU have purchased and YOUR sums insured. Please examine this Policy YOUR Policy Schedule and any endorsement pages to make sure that they give YOU protection according to YOUR present needs.

The Schedule and any endorsements the Policy and the Statement of Fact Proposal Form shall be read as one contract and unless otherwise stated any word or expression to which a particular meaning has been given in the general definitions or specific Section definitions in this Policy shall bear the same meaning wherever it appears in the Policy or specific Section respectively. Unless the context requires otherwise

- (a) the singular includes the plural and vice versa
- (b) the male gender includes the female and neutral genders
- (c) person includes a body corporate

The reinstatement value of YOUR BUILDINGS and CONTENTS shown in the Schedule will be adjusted at each renewal to reflect claims inflation costs. YOU should satisfy YOURSELF that this value is adequate to cover the full rebuilding cost of the entire BUILDINGS and CONTENTS including the cost of professional fees and site clearance. If the sums insured are inadequate it may affect the settlement of any claims YOU may submit under the Policy. YOU should advise immediately if the nature of YOUR PREMISES or YOUR tenant changes or if the circumstances of YOUR BUSINESS change in a way that might affect OUR attitude to the cover provided – for example during the building of an extension or re-roofing the property with mineral felt or if any of YOUR buildings become vacant or unused. If YOU are in any doubt as to whether a change is material please notify it.

Having paid or agreed to pay the premium to US WE will provide the insurance indicated herein during the Period of Insurance stated in the Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy. This Policy which includes and shall be read as one document with the Policy Schedule Endorsements and Statement of Fact Proposal Form evidences a contract of insurance between YOU and US.

Colin Ryan
Commercial Lines Director
RSA Insurance Ireland DAC

Contract Law

The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. We propose that the contract will be governed by Irish Law.

Communications between you and us about this policy will be in English.

The insurer that you have entered into a contract with is RSA Insurance Ireland DAC.

Insurer

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

Insurance Act 1936 (or future amendments thereto)

All monies which become or may become due under this Policy will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euro unless we specifically say otherwise.

Stamp Duty

Stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act 1999 (as amended).

Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact your Insurance Broker or our Customer Service team at;

RSA Insurance Ireland DAC
RSA House
Dundrum Town Centre
Sandyford Road
Dublin 16
D16 FC92.
Telephone: 1890 290 100
Outside Ireland: 00353 1 290 1000
Email: complaints@ie.rsagroup.com

In the event of your complaint not being resolved to your satisfaction you may contact The Insurance Information Service, Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, DO1 E7E8. Telephone (01) 676 1820 or the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone 1890 882 090 or (01) 662 0899.

Benchmark data protection notice

We are committed to ensuring that your data is protected. To keep you informed, we have created this notice which will explain how we use the information we collect about you and how you can exercise your data protection rights.

1. Who are we?

Benchmark Underwriting Limited is part of the RSA Insurance Group. All policies are underwritten by RSA Insurance Ireland Limited. RSA Insurance Ireland DAC (RSA) provide commercial and personal insurance products and services. This notice provides details as to how both Benchmark and RSA will handle your data.

2. Why do we collect and use your personal information?

We will use your personal information for the provision of insurance services such as providing a quotation, underwriting a policy and handling claims under an insurance contract. We will also use your data for other related matters such as complaint handling, prevention or detection of fraud, reinsurance and statistical analyses.

When looking for a quote for a product from us, you will need to provide us with information relating to what you wish to be covered by the insurance (e.g. car make and model, your home, etc.). When buying certain products, we will on occasion need to collect special categories of data (e.g. medical history for motor insurance) and convictions history (e.g. driving offences).

We will need to process your payment information (e.g. direct debit, credit and debit card information, etc.) in order to provide your cover. To service your policy, we may communicate with you via your intermediary, if applicable, and via our website, emails, telephone calls or post. Calls may be recorded for training and verification purposes.

If you need to claim against your insurance policy, we normally need to collect information that evidences what happened in the incident. If other people are involved in the incident, we may also need to collect additional information related to them (including children) which can include special categories of data (e.g. injury and medical data, etc).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity. Please also ensure that anyone else who is insured under your policy has agreed to provide their personal information to us.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Notice. We take our responsibilities under data protection laws very seriously, including meeting these conditions.

In order to provide you with this detail we have prepared the following which describes the purpose to which we are using your data and the legal basis for doing so.

Purpose	Legal Basis
To provide you with a quote for an insurance product and to provide you with insurance cover if you decide to purchase a product.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract
To assess the information you have provided and make a decision as to whether we can provide you with cover and at what price	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract;
To verify your identity and to verify the accuracy of the information we receive.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract; To comply with legal obligations (eg. money laundering requirements)
To administer your insurance contract and make any changes during its term, answer queries, provide updates and process a cancellation.	Processing is necessary for the performance of a contract
To make and receive any payments whether in relation to your policy or a claim.	Processing is necessary for the performance of a contract
To manage and investigate any claims made by you or another person under your policy of insurance.	Processing is necessary for the performance of a contract
To detect and prevent fraud, money laundering and other offences. To assist An Garda Siochana or any other authorised body with investigations.	Processing is necessary for the purposes of our legitimate interests. This interest is to investigate and prevent potential fraudulent and other illegal activity.
To manage and investigate any complaints	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract; Processing is necessary to comply with legal obligations
For reinsurance purposes	Processing is necessary for the performance of a contract
To comply with laws and regulations	Processing is necessary to comply with legal obligations
For statistical analyses	Processing is necessary for the purposes of our legitimate interests. This interest is to improve our processes, products and services.
To make back-ups of your data in case of emergencies and for disaster recovery purposes	Processing is necessary to comply with legal obligations

3. How else do we collect information about you?

Where possible, we will collect your personal information directly from you. However, on occasion we may receive information about you from other people or companies. For example:

- It was given to us by someone who is applying for an insurance product on your behalf (e.g. insurance brokers).
- It was supplied to us when you have purchased an insurance product or service that is provided by us in partnership with other companies.

- It was lawfully collected from other sources (e.g. the Integrated Information Data System ('IIDS')) to validate information you have submitted to us such as driver number and penalty points.
- Vehicle history check suppliers/ databases.
- Through credit checks.
- Through a database to determine address based risk factors (known as geocoding)
- Searches of publicly available information (e.g. online).
- The Insurance Link Anti-Fraud register (for more information see www.inslink.ie) and other insurers.
- Other fraud prevention databases available in the insurance industry.

4. Will we share your personal information with anyone else?

We may share your details with a number of external parties in order to administer your policy, handle claims and to prevent and detect fraud. For example:

- Your Intermediary & anyone authorised by you to act on your behalf.
- Our Third Party Service Providers such as technology suppliers, hosting/storage providers, payment providers and document providers.
- With other companies within the RSA Insurance Group.
- The Insurance Link Anti-Fraud register (for more info see www.inslink.ie) and other insurance companies.
- Loss Adjusters, claims investigators, repairers, medical practitioners, solicitors and other firms as part of the claims handling process.
- Surveyors.
- Private Investigators when we need to further investigate certain claims.
- Other fraud prevention databases available in the insurance industry.
- With prospective sellers or buyers in the event that we decide to sell or buy any business or assets.
- Our reinsurers.

We may also share your personal information as a result of our legal and regulatory obligations. This can include with An Garda Síochána, other official agencies and on foot of a Court Order or Subpoena.

In order to provide you with the insurance policy, we may share your information with our service providers and on occasions, some of your personal information may be sent to other parties outside of the European Economic Area (EEA). We would only do this in compliance with the appropriate legal and technical safeguards such as the standard data protection clauses adopted by the European Commission, Binding Corporate Rules or as a result of an adequacy decision of the European Commission

5. Which decisions made about you will be automated?

Before we can sell you an insurance product or service, we may conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – the process calculates the insurance risks based on the information that you have supplied. This will be used to determine if we can provide you with a policy and to calculate the premium you will have to pay.

The results of these automated decision-making processes will limit the products and services we may be able to provide you. If you do not agree with the result, you have the right to request human intervention to allow you to express your point of view and contest the decision.

6. For how long will we keep your information?

Information submitted for a quotation may be retained by us for a period of up to 72 months from the date of the quotation. All information in respect of a policy (to include claims on the policy) will be held for 8 years after the ending of the client/insurer relationship to ensure we meet our regulatory obligations. We will retain call recordings for 8 years from the date of the call.

There are certain policies where we need to keep data for longer than the normal periods where we may receive claims where the claimant was not aware of the injuries until a long time after it was caused.

7. What should you do if your information is incorrect?

If you think that the information we hold about you is incorrect or incomplete, please contact your intermediary or contact us and we will be happy to rectify it for you.

8. What are your rights over the information that is held by us?

We understand your information is important to you, therefore you may request us to undertake any of the following actions:

- 1 Provide you with a copy of the personal information we hold about you, in a commonly used electronic format (or hard copy if you wish).
- 2 Request your personal information to be deleted where you believe it is no longer required. Please note however, this request will not be valid while you are still insured with us and where we are subject to legal or regulatory obligations.
- 3 Request that we supply a copy of the personal information you have supplied to us, to another company. We would provide the information in a commonly used electronic format.
- 4 Request that we restrict the use of your information by us.
- 5 Object to the processing of your data.

If you would like to request any of the above, please email us a request to ie_dataprotection@ie.rsagroup.com or write to us at the address contained in Section 10. To ensure that we do not disclose your personal information to a party who is not entitled to it, when you are making the request please provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification and proof of address

All requests are free of charge although we reserve the right to charge an administrative fee for subsequent requests (such as when the request is part of a series of repeated requests over a short period of time). We endeavour to respond within one month from receipt of the request. If we do not meet this time frame, we will explain why this was in our response.

Please note that simply submitting a request does not mean we will be able to fulfil it – we are often bound by legal and legislative law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Requests to restrict the use of your information or to object to the processing of your data may lead to RSA being unable to continue to service your policy and therefore lead to cancellation of your policy.

9. Changes to our data protection notice.

This notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

10. How do you ask a question about this data protection notice?

If you have any questions or comments about this privacy notice please contact:
The Data Protection Officer, RSA Insurance Ireland DAC, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, D16 FC92

You may also email us at ie_dataprotection@ie.rsagroup.com

11. How can you lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to ie_dataprotection@ie.rsagroup.com or write to us using the address provided in Section 10. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response you can lodge a complaint to the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlinton, Co Laois, R32 AP23.

DEFINITIONS

Certain words in this Policy have defined meanings. These meanings are given below or are defined at the beginning of the appropriate Section or sub-section. To help YOU identify these words in the policy WE have printed them in capital letters throughout.

1. AVERAGE

If at the time of the DAMAGE the sum insured is less than the full reinstatement value of the property insured the amount WE will pay will be reduced in proportion to the amount of the under-insurance.

2. BODILY INJURY

The words BODILY INJURY shall mean

- (a) death injury disease or illness of any person
- (b) mental injury or mental anguish and shock that results in a recognisable psychiatric injury

3. BUILDINGS

The word BUILDINGS shall mean the structure of the PREMISES including all outbuildings at the PREMISES and includes:

- (a) landlord's fixtures and fittings therein and thereon
- (b) walls gates and fences
- (c) car parks yards and pavements
- (d) telephone gas water and electric installations oil tanks piping ducting cable wires and associated control gear and accessories on the PREMISES and extending to the public mains but only to the extent of YOUR responsibility
- (e) foundations
- (f) drains and sewers within the perimeter of the PREMISES but only to the extent of the YOUR responsibility

4. BUSINESS

The word BUSINESS shall mean the BUSINESS described in the Policy Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy carried on by YOU at or from the PREMISES within the Territorial Limits and shall include

- (a) the ownership and/or occupancy use repair maintenance and decoration of the PREMISES occupied by YOU for the BUSINESS but excluding any structural alteration addition or demolition of any building or any operations in connection with such alteration addition or demolition
- (b) the provision and management by YOU of catering sports social welfare and educational facilities for the benefit of any EMPLOYEE and fire first aid medical dental ambulance and security services
- (c) private work carried out by an EMPLOYEE for YOU or for any director partner or executive of YOURS provided such work is undertaken with YOUR prior consent and is not undertaken in connection with any trade or BUSINESS

5. DAMAGE

The word DAMAGE shall mean loss or damage or destruction

6. EMPLOYEE

The word EMPLOYEE shall mean any

- (a) person under a contract of service or apprenticeship with YOU provided a proper wages book is kept which includes each EMPLOYEE and each EMPLOYEE is registered for P.A.Y.E. and P.R.S.I.
- (b) labour only sub-contractor or labour master or any person supplied by them
- (c) Self-employed person supplying labour only
- (d) person hired to or borrowed by YOU
- (e) person under work experience or similar schemes whilst working directly for YOU in Connection with the BUSINESS

7. FINANCIAL LOSS

The words FINANCIAL LOSS shall mean financial loss unaccompanied by BODILY INJURY or DAMAGE

8. FIXTURES AND FITTINGS

The words FIXTURES AND FITTINGS shall mean

- (a) fixtures and fittings and machinery
- (b) any telephone installation gas or electricity meter

9. POLICY EXCESS

The POLICY EXCESS is the amount shown on the Policy Schedule of any claim which YOU must pay YOURSELF.

10. PREMISES

The BUILDINGS and the land within the boundaries belonging to them.

11. SUBSIDENCE

Subsidence or ground heave of any part of the site on which the property stands or landslip

12. TERRITORIAL LIMITS

The words TERRITORIAL LIMITS shall mean Republic of Ireland Great Britain Northern Ireland the Isle of Man or Channel Islands

13. WE US OUR

RSA Insurance Ireland DAC.

14. YOU YOUR YOURSELF

The person people or the Company shown on the Schedule as the Insured.

SECTION 1 – MATERIAL DAMAGE

(operative only if indicated on the Policy Schedule. The POLICY EXCESS applies to this Section)

If during the Period of Insurance the BUILDINGS insured described in the Schedule under Section 1 or any part thereof shall suffer DAMAGE (other than by an excluded cause) WE will indemnify YOU by payment in accordance with the Basis of Settlement or at OUR option reinstate replace or repair the BUILDINGS or any part thereof provided that OUR liability shall in no case exceed in respect of each insured item the sum insured for that item in the Policy Schedule or in the whole the total sum insured

WHAT IS NOT INSURED

1. DAMAGE caused by stealing or attempted stealing not involving entry to or exit from the BUILDINGS by forcible and violent means.
2. DAMAGE caused by wind rain hail sleet or snow to roofs of outbuildings constructed of torch-on mineral or other felt exceeding 10 years of age
3. DAMAGE to gates or fences caused by falling trees or branches
4. Accidental breakage of glass
5. DAMAGE to signs
6. DAMAGE to Property Insured away from the PREMISES
7. DAMAGE to BUILDINGS caused by their own collapse or cracking unless resulting from any other cause which is not otherwise excluded
8. DAMAGE to BUILDINGS unoccupied for more than thirty consecutive days. This exclusion shall not apply in respect of DAMAGE caused by fire explosion aircraft or other aerial devices if YOU ensure that
 - (a) the PREMISES are secured against illegal entry and all windows and doors are fitted with good quality locks
 - (b) all unnecessary services are disconnected other than limited services required for security guards fire and burglar alarms
 - (c) all letter boxes are sealed to prevent insertion of material
 - (d) perimeter fences walls and gates are kept complete and maintained
 - (e) the PREMISES is kept clear both internally and externally of combustible materials and not be used for storage
9. DAMAGE caused by pollution or contamination but this shall not exclude Damage to the Property Insured caused by
 - (a) pollution or contamination which itself results from any cause which is not otherwise excluded

ADDITIONAL COVERS

1. Additional Costs

WE will pay the necessary and reasonable expenses that YOU incur in repairing or reinstating the BUILDINGS following DAMAGE insured under this Section namely

- (a) fees to architects surveyors consulting engineers and others
- (b) the cost of clearing the site and making it and the PREMISES safe
- (c) the cost of complying with any government or local authority requirement following DAMAGE unless YOU were given notice of the requirement before the DAMAGE.

WE will not pay

- (a) fees for preparing a claim under this Section
- (b) for the cost of undamaged parts of the BUILDINGS (except the foundations of the damaged parts)
- (c) the cost of work stipulated in any notice already served upon YOU
- (d) costs or expenses incurred in removing debris other than from the PREMISES and the area immediately adjacent

2. Automatic Reinstatement of the Sum Insured

WE will automatically reinstate the sum insured upon notification of a claim to US unless WE give YOU written notice to the contrary provided that YOU:

- (a) pay the appropriate additional premium
- (b) take immediate steps to carry out any amendments in the protection of the BUILDINGS as WE may require.

The most WE will reinstate in any one period of insurance is the sum insured.

3. Inflation Protection

To protect YOU from the effects of inflation WE will automatically increase the sum insured by a minimum of 5% each year. This adjustment will continue after any insured DAMAGE if the repairs or reinstatement are done without delay. WE will not charge any extra premium during the period of insurance. At the end of the period WE will work out the renewal premium on the revised sum insured.

4. Fire Brigade Charges

This insurance extends to include charges levied by a fire authority under the provisions of the Fire Services Act 1981 or any subsequent amending legislation in controlling or extinguishing fire affecting (or threatening to affect) the PREMISES Insured in circumstances which have given rise to or would have given rise to DAMAGE. The maximum WE will pay under this extension shall be the limit as stated in the Schedule in any one Period of Insurance. No amount will be payable however if there is a payment made under Section 2(a) of this policy or the Contents Section of any other insurance policy.

5. Selling YOUR BUILDING

If YOU are selling YOUR BUILDINGS WE will at YOUR request insure the buyer up to the date the contract is completed unless he has arranged his own insurance. The buyer must keep to the terms and conditions of the policy.

6. Mortgagees Clause

If the BUILDINGS are mortgaged the interest of the mortgagee in this insurance will not be prejudiced by any act or neglect of the mortgagor or occupier of the BUILDINGS insured by this policy which increases the risk of DAMAGE without the authority or knowledge of the mortgagee provided that the mortgagee on becoming aware of an increase in the risk of DAMAGE advises US immediately and pays an additional premium if required.

7. Underground cables pipes or tanks

WE will pay for accidental DAMAGE to underground cables pipes or tanks servicing the BUILDINGS for which YOU are responsible but WE will not pay for any consequential DAMAGE.

8. Accidental breakage of fixed glass

WE will pay for costs and expenses of repair or replacement in the event of accidental breakage of fixed glass in windows doors and shop fronts for which YOU are legally responsible in the PREMISES. WE will also pay for the cost of boarding up until broken glass is replaced. Unless otherwise agreed the most WE will pay is €25,000 .

9. Trace and Access (water and oil)

In addition to cover provided under Section 1 Buildings for both water and oil leakage WE will also pay for costs incurred in locating the source of the DAMAGE to the BUILDINGS. The most WE will pay is € 10,000 incurred in locating the source of the DAMAGE in any one period of insurance. WE will not pay the costs incurred in locating the source of the DAMAGE in respect of any BUILDING(S) which is empty or not in use.

10. Landscaping

WE will also pay the costs incurred in restoring any DAMAGE done to landscaping external trees and plants and ornamental features by the emergency services in entering the PREMISES as a result of DAMAGE. The most WE will pay is €10,000 in any one period of insurance.

11. Loss or Duplication of Keys

WE will pay the reasonable cost of replacement locks or lock mechanism and keys in respect of doors and windows necessary to maintain the security of the PREMISES and safes and strongrooms contained in the PREMISES

- (a) resulting from any accidental loss
 - (b) where there is reasonable evidence that such keys have been copied by an unauthorised person
- The most WE will pay is €10,000 in any one period of insurance.

12. Managing Agents Fees

WE will pay the cost of professional fees of managing agents as a result of DAMAGE when

- a) they are in respect of work of benefit to US
- b) they relate to work which is necessary for repair or reinstatement
- c) they have been agreed with US in advance

but not fees which are incurred as part of the managing agent's general administrative duties or purely in connection with the preparation or administrative handling of a claim

The most WE will pay is € 10,000 in any one period of insurance.

13. Temporary Repairs

WE will pay the reasonable cost of

- a) necessary boarding up following DAMAGE in respect of fixed glass in windows doors fanlights and skylights to make the PREMISES secure
- b) the provision of temporary doors following DAMAGE for the purpose of
 - (i) weather proofing or securing the PREMISES
 - (ii) weather proofing the PREMISES following DAMAGE
 - (iii) securing the site following DAMAGE

The most WE will pay is €10,000 in any one period of insurance.

14. Omission to Insure

In the event that YOU inadvertently omit to notify US of any newly acquired or erected building within the TERRITORIAL LIMITS WE will automatically hold covered such property under this Section provided that

- a) such cover will commence from the inception of YOUR interest in the BUILDINGS CONTENTS OR LOSS OF RENT or the date the previous insurance lapsed whichever is the latter
- b) at any one premises this cover shall not exceed 20 per cent of the total sum insured on such property or € 2,000,000 whichever is the lesser
- c) YOU shall annually undertake and complete a thorough review of YOUR BUILDINGS portfolio and when such omission to insure is discovered YOU shall immediately advise US and shall pay the appropriate additional premium required from inception of such additional cover and amounts so declared shall be added by endorsement to the sum insured by the relative item

1. Claims - Basis of Settlement

WE will pay the full cost of repair or reinstatement of the damaged part of the BUILDINGS provided that the work is done without delay or at OUR option WE will arrange for the work to be carried out. However WE will take off an amount for wear and tear and/or deterioration if

- (a) the BUILDINGS are in a poor state of repair or decoration or
- (b) the BUILDINGS sum insured at the time of the DAMAGE is less than the full cost of rebuilding

WE will not pay for repair or reinstatement to a condition better or more extensive than the condition of the BUILDINGS when new. The work of reinstatement or repair must be done without delay.

2. AVERAGE

The sum insured under each item shown on the Policy Schedule under BUILDINGS is separately subject to AVERAGE.

3. Limits

The most WE will pay for DAMAGE to each item shown on the Policy Schedule under BUILDINGS including additional costs is the sum insured for that item.

4. Non-Invalidation

Notwithstanding anything to the contrary contained in this Policy the insurance by this Section shall not be invalidated by any act or omission or by any alterations in respect of any portion of the PREMISES hereby insured not occupied by YOU whether constituting an increase in risk or not which is unknown to YOU provided that immediately YOU become aware thereof YOU give notice to US and pay any additional premium if required.

5. Subrogation Waiver

In the event of a claim arising under this Section WE agree to waive any rights remedies or relief to which WE might become entitled by subrogation rights against the tenants that occupy the BUILDINGS covered by this Section by lease agreement.

SECTION 2 – LOSS OF RENT (The POLICY EXCESS applies to this Section)

SECTION DEFINITIONS

1. RENT

The word RENT shall mean periodic payments made to YOU for the lease of BUILDINGS

2. INDEMNITY PERIOD

The period beginning with the occurrence of the DAMAGE and ending not later than 12, 24 or 36 months thereafter (as indicated in the Policy Schedule) during which the results of the BUSINESS shall be affected in consequence of the DAMAGE.

3. NOTIFIABLE DISEASE

Illness sustained by any person resulting from:

- (a) food or drink poisoning
- (b) any human infectious or human contagious disease [excluding Acquired Immune Deficiency Syndrome (AIDS)] an outbreak of which the competent local authority has stipulated must be notified to them.

The definition of DAMAGE is extended to include for this Section 2 only :

- (a) (i) an outbreak of any NOTIFIABLE DISEASE occurring at the PREMISES or which is attributable to food or drink supplied from the PREMISES.
- (ii) the discovery of vermin or pests at the PREMISES which causes a competent local authority to restrict the use of the PREMISES
- (iii) closure of the PREMISES by the appropriate local authority because of defects in the drains or other sanitary arrangements.
- (iv) murder or suicide occurring at the PREMISES.

Provided that the beginning of the INDEMNITY PERIOD will be:

- (i) in the case of (a)(i) and (a)(iv) when the incident happens or is discovered
- (ii) in the case of (a)(ii) and (a)(iii) the date when the restrictions on the PREMISES are applied for the period specified in the INDEMNITY PERIOD.
- (b) The accidental failure of the public supply of electricity gas telecommunications or water at the terminal point of the supply authorities feed to the PREMISES. WE will not pay for any loss arising from the deliberate act of the supply authority.

WHAT IS INSURED

1. WE will pay for loss of RENT occurring during the INDEMNITY PERIOD resulting from DAMAGE by an insured cause under Section 1 to any of the following:

- (a) the CONTENTS or glass insured under this section
- (b) the BUILDINGS of the PREMISES shown in the Schedule.
- (c) property in the vicinity of the PREMISES which prevents or hinders the use of the PREMISES or access to it.

Provided that:

- (a) at the time of the DAMAGE this policy shall be in force covering YOUR interest in the property at the PREMISES against DAMAGE and
- (b) a valid claim has been admitted under Section 1 of this Policy

WE will pay:

- (a) the difference between the RENT YOU would have received during the INDEMNITY PERIOD if there had been no DAMAGE and the RENT YOU actually received during that period
- (b) extra expenses that YOU necessarily and reasonably incur in order to minimise the interruption to or interference with the BUSINESS during the INDEMNITY PERIOD provided that the expenses incurred are not more than the reduction in RENT which would otherwise have been incurred
- (c) Professional accountants' charges reasonably incurred for producing details that WE require for any claim for loss of RENT.

WE will take into account in calculating the payment:

- (a) any savings during the INDEMNITY PERIOD from BUSINESS expenses payable out of RENT which stop or are reduced as a result of the DAMAGE
- (b) any RENT YOU earn from conducting the BUSINESS elsewhere during the INDEMNITY PERIOD

WHAT IS NOT INSURED

All Exclusions applicable to Section 1 apply to this Section

SECTION CONDITIONS

1. WE will not pay if the BUSINESS is permanently discontinued wound up or carried on by a liquidator or receiver unless WE have agreed to do so in writing.

2. In respect of any unoccupied buildings in the event of DAMAGE YOU must show that but for the DAMAGE RENT would have been earned and YOU will be required to support a claim for loss of RENT by submitting reasonable evidence of the amount of RENT and the date from which it would have been earned

- (iii) securing the site following DAMAGE

The most WE will pay is €10,000 in any one period of insurance.

14. Omission to Insure

In the event that YOU inadvertently omit to notify US of any newly acquired or erected building within the TERRITORIAL LIMITS WE will automatically hold covered such property under this Section provided that

- a) such cover will commence from the inception of YOUR interest in the BUILDINGS CONTENTS OR LOSS OF RENT or the date the previous insurance lapsed whichever is the latter
- b) at any one premises this cover shall not exceed 20 per cent of the total sum insured on such property or € 2,000,000 whichever is the lesser
- c) YOU shall annually undertake and complete a thorough review of YOUR BUILDINGS portfolio and when such omission to insure is discovered YOU shall immediately advise US and shall pay the appropriate additional premium required from inception of such additional cover and amounts so declared shall be added by endorsement to the sum insured by the relative item

SECTION MEMORANDA

1. Claims - Basis of Settlement

WE will pay the full cost of repair or reinstatement of the damaged part of the BUILDINGS provided that the work is done without delay or at OUR option WE will arrange for the work to be carried out. However WE will take off an amount for wear and tear and/or deterioration if

- (a) the BUILDINGS are in a poor state of repair or decoration or
- (b) the BUILDINGS sum insured at the time of the DAMAGE is less than the full cost of rebuilding

WE will not pay for repair or reinstatement to a condition better or more extensive than the condition of the BUILDINGS when new. The work of reinstatement or repair must be done without delay.

2. AVERAGE

The sum insured under each item shown on the Policy Schedule under BUILDINGS is separately subject to AVERAGE.

3. Limits

The most WE will pay for DAMAGE to each item shown on the Policy Schedule under BUILDINGS including additional costs is the sum insured for that item.

4. Non-Invalidation

Notwithstanding anything to the contrary contained in this Policy the insurance by this Section shall not be invalidated by any act or omission or by any alterations in respect of any portion of the PREMISES hereby insured not occupied by YOU whether constituting an increase in risk or not which is unknown to YOU provided that immediately YOU become aware thereof YOU give notice to US and pay any additional premium if required.

5. Subrogation Waiver

In the event of a claim arising under this Section WE agree to waive any rights remedies or relief to which WE might become entitled by subrogation rights against the tenants that occupy the BUILDINGS covered by this Section by lease agreement.

SECTION 2 – LOSS OF RENT (The POLICY EXCESS applies to this Section)

SECTION DEFINITIONS

1. RENT

The word RENT shall mean periodic payments made to YOU for the lease of BUILDINGS

2. INDEMNITY PERIOD

The period beginning with the occurrence of the DAMAGE and ending not later than 12, 24 or 36 months thereafter (as indicated in the Policy Schedule) during which the results of the BUSINESS shall be affected in consequence of the DAMAGE.

3. NOTIFIABLE DISEASE

Illness sustained by any person resulting from:

- (a) food or drink poisoning
- (b) any human infectious or human contagious disease [excluding Acquired Immune Deficiency Syndrome (AIDS)] an outbreak of which the competent local authority has stipulated must be notified to them.

The definition of DAMAGE is extended to include for this Section 2 only :

- (a) (i) an outbreak of any NOTIFIABLE DISEASE occurring at the PREMISES or which is attributable to food or drink supplied from the PREMISES.
- (ii) the discovery of vermin or pests at the PREMISES which causes a competent local authority to restrict the use of the PREMISES
- (iii) closure of the PREMISES by the appropriate local authority because of defects in the drains or other sanitary arrangements.
- (iv) murder or suicide occurring at the PREMISES.

Provided that the beginning of the INDEMNITY PERIOD will be:

- (i) in the case of (a)(i) and (a)(iv) when the incident happens or is discovered
 - (ii) in the case of (a)(ii) and (a)(iii) the date when the restrictions on the PREMISES are applied for the period specified in the INDEMNITY PERIOD.
- (b) The accidental failure of the public supply of electricity gas telecommunications or water at the terminal point of the supply authorities feed to the PREMISES. WE will not pay for any loss arising from the deliberate act of the supply authority.

WHAT IS INSURED

1. WE will pay for loss of RENT occurring during the INDEMNITY PERIOD resulting from DAMAGE by an insured cause under Section 1 to any of the following:

- (a) the CONTENTS or glass insured under this section
- (b) the BUILDINGS of the PREMISES shown in the Schedule.
- (c) property in the vicinity of the PREMISES which prevents or hinders the use of the PREMISES or access to it.

Provided that:

- (a) at the time of the DAMAGE this policy shall be in force covering YOUR interest in the property at the PREMISES against DAMAGE and
- (b) a valid claim has been admitted under Section 1 of this Policy

WE will pay:

- (a) the difference between the RENT YOU would have received during the INDEMNITY PERIOD if there had been no DAMAGE and the RENT YOU actually received during that period
- (b) extra expenses that YOU necessarily and reasonably incur in order to minimise the interruption to or interference with the BUSINESS during the INDEMNITY PERIOD provided that the expenses incurred are not more than the reduction in RENT which would otherwise have been incurred
- (c) Professional accountants' charges reasonably incurred for producing details that WE require for any claim for loss of RENT.

WE will take into account in calculating the payment:

- (a) any savings during the INDEMNITY PERIOD from BUSINESS expenses payable out of RENT which stop or are reduced as a result of the DAMAGE
- (b) any RENT YOU earn from conducting the BUSINESS elsewhere during the INDEMNITY PERIOD

WHAT IS NOT INSURED

All Exclusions applicable to Section 1 apply to this Section

SECTION CONDITIONS

1. WE will not pay if the BUSINESS is permanently discontinued wound up or carried on by a liquidator or receiver unless WE have agreed to do so in writing.

2. In respect of any unoccupied buildings in the event of DAMAGE YOU must show that but for the DAMAGE RENT would have been earned and YOU will be required to support a claim for loss of RENT by submitting reasonable evidence of the amount of RENT and the date from which it would have been earned

WE will take the following into account

- a) actual negotiations with prospective tenants both before and after the DAMAGE
- b) demand for similar accommodation in the locality and
- c) the general level of rents applying

If required the advice of a professional valuer acceptable to both YOU and US will be sought and such fees will be included in the indemnity under this Section

ADDITIONAL COVERS

Cost of Reletting Buildings

WE will pay the costs incurred with OUR consent during the Indemnity Period in reletting the PREMISES including legal fees in connection with the reletting solely in consequence of the DAMAGE to the PREMISES and where a valid claim has been admitted under Section 1 of the Policy

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

SECTION 3 - EMPLOYERS LIABILITY (The POLICY EXCESS applies to this Section)

WHAT IS INSURED

YOUR legal liability for BODILY INJURY sustained by any EMPLOYEE which arises out of and in the course of his employment by YOU in connection with YOUR BUSINESS.

WE will pay subject to the limit of indemnity:

- (a) all sums YOU become legally liable to pay for any claim for damages settled or defended with OUR consent and claimants costs and expenses
- (b) all costs and expenses YOU incur with OUR consent in defending any claim for damages
- (c) solicitors' fees YOU incur with OUR consent for:
 - (i) representation at any Coroner's Inquest or Fatal Inquiry into any death
 - (ii) defending in any Court of Summary Jurisdiction any proceedings for any act or omission caused or relating to any one event

Provided that the BODILY INJURY is caused during the Period of Insurance within the TERRITORIAL LIMITS

Limit of Indemnity

The most WE will pay in respect of any one claim against YOU or by YOU or series of claims against YOU or by YOU arising out of one cause is as indicated on the Policy Schedule. The amount shall be inclusive of:

- (a) all legal costs and other expenses incurred by any claimant or claimants
- (b) all legal costs and other expenses incurred in defending any claim or claims.

Where WE agree to indemnify more than one party then nothing in this Policy shall increase OUR liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

WE may discharge OUR liability to YOU in respect of any claim by paying to YOU or on YOUR behalf the maximum amount payable in respect of any one claim against YOU or by YOU or series of claims against YOU or by YOU arising out of one cause.

If WE opt to discharge OUR liability in this way and have made previous payments in respect of the claim against YOU or by YOU or series of claims against YOU or by YOU arising out of one cause WE will pay the balance of the maximum amount to YOU or on YOUR behalf.

ADDITIONAL COVERS

1. Indemnity to other people

If the following people have a claim made against them for which YOU would be insured by the Employer's Liability Cover WE will pay any amounts for which they are legally liable:

- (a) any Director or EMPLOYEE
- (b) any Officer member or EMPLOYEE of YOUR social sports or welfare organisations or first aid fire or ambulance services.

Provided that:

- (a) YOU request US to do so
- (b) such people keep to the terms conditions and limitations of the Policy.

2. Non-manual work abroad

This insurance applies anywhere in the world where YOUR EMPLOYEES are on temporary visits on YOUR BUSINESS for the purpose of non-manual work provided that they are normally resident in the Republic of Ireland.

3. Private Work

YOUR legal liability for BODILY INJURY sustained by any EMPLOYEE which arises out of private work carried out by an EMPLOYEE for YOU or for any of YOUR directors partners or executives provided such work is undertaken with YOUR prior consent and is not undertaken in connection with any trade or business

All the extensions to the Employer's Liability Cover are subject to the following

- (a) WE shall not be liable under these extensions unless WE have the sole conduct and control of all claims
- (b) These extensions shall not apply to any liability which is insured under another Policy
- (c) These extensions are subject to the terms limitations and conditions of the Policy.

WHAT IS NOT INSURED

Any liability:

- (a) arising out of manual work undertaken away from the PREMISES other than collection or delivery by YOU or any of YOUR EMPLOYEES.
- (b) Which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.
- (c) arising out of OFFSHORE WORK

SECTION 4 – PUBLIC LIABILITY (The POLICY EXCESS applies to this Section)

SECTION DEFINITIONS

PRODUCTS

The word PRODUCTS shall mean anything tangible (including containers packaging or labels) manufactured sold supplied hired out repaired serviced altered upgraded installed erected processed tested treated stored or transported by or on behalf of YOU in connection with the BUSINESS after they have ceased to be in the custody or control of the Insured.

WHAT IS INSURED

YOUR legal liability for:

- (a) accidental death or accidental BODILY INJURY to any person
- (b) accidental DAMAGE to material property
- (c) accidental obstruction accidental trespass accidental interference with pedestrian road rail air or waterborne traffic

occurring during the period of insurance within the TERRITORIAL LIMITS in connection with the BUSINESS at the PREMISES

WE may discharge OUR liability to YOU in respect of any claim by paying to YOU or on YOUR behalf the maximum amount payable in respect of any one accident or series of accidents occurring in connection with any one event. If WE opt to discharge OUR liability in this way and have made previous payments in respect of the accident or series of accidents occurring in connection with any one event WE will pay the balance of the maximum amount to YOU or on YOUR behalf. WE will also pay legal costs incurred prior to the date of such payment.

ADDITIONAL COVERS

1. Indemnity to other people

If the following people have a claim made against them for which YOU would be insured by this public liability cover WE will pay for any amounts for which they are legally liable:

- (a) any Director or EMPLOYEE
- (b) any officer member or EMPLOYEE of YOUR social sports or welfare organisations or
- (c) first aid fire or ambulance services.

Provided that:

- (a) YOU request US to do so
- (b) such people keep to all the terms conditions and limitations of this policy.

2. Private Work

YOUR legal liability for BODILY INJURY which arises out of private work carried out by an EMPLOYEE for YOU or for any of YOUR directors partners or executives provided such work is undertaken with YOUR prior consent and is not undertaken in connection with any trade or business

3. Non-manual work abroad

This insurance applies anywhere in the world where YOUR Directors EMPLOYEES or partners are on temporary visits on YOUR BUSINESS for the purpose of non-manual work provided that they are normally resident in the Republic of Ireland.

4. Personal Liability during visits abroad

The personal liability of:

- (a) YOU
- (b) Any EMPLOYEE or Director
- (c) The family of any EMPLOYEE or Director while accompanying such EMPLOYEE or Director during temporary visits anywhere in the world in connection with YOUR BUSINESS. Provided that any person listed above shall keep to the terms limitations and conditions of this policy as they apply to the public liability cover.

5. Indemnity to Managing Agents

WE will at YOUR request also pay any amounts for which YOUR managing agents are legally liable to pay if a claim is made against them for which YOU would be insured by this Section of the Policy provided that they keep to all the terms conditions and limitations of this Policy

All of the Additional Covers to this Section are subject to the following:

- (a) WE shall not be liable unless WE have the sole conduct and control of all claims
- (b) these extensions shall not apply to any liability which is insured under any other policy
- (c) these extensions are subject to the terms limitations and conditions of the Policy.

WHAT IS NOT INSURED

Any Liability:

1. for accidental death or accidental BODILY INJURY illness or disease sustained by any EMPLOYEE or Director in the course of his employment by YOU in connection with YOUR BUSINESS
2. arising from professional advice given by YOU for a fee or in circumstances where a fee would normally be charged
3. arising out of treatment given
4. arising from the dispensing of medicines or drugs
5. arising out of PRODUCTS
6. for DAMAGE to property which belongs to YOU or is held in trust by YOU or borrowed rented leased or hired for use by YOU but this shall not apply to personal property (including vehicles and contents) of YOUR visitors Directors or EMPLOYEES
7. for DAMAGE to that part of any property upon which YOU or YOUR servant or agent has been working where the DAMAGE is a direct result of such work
8. for liquidated damages or fines or penalties
9. arising from the ownership possession or use by YOU or on YOUR behalf of trailers whether attached or not attached to a vehicle
10. arising from the ownership possession or use of any mechanically propelled vehicle or mobile plant by YOU or on YOUR behalf:
 - (a) which is licensed for road use or
 - (b) for which compulsory insurance is required under the Road Traffic Act 1961 or any subsequent amending legislation or
 - (c) which is more specifically insured

This exclusion shall not apply to the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured

11. arising from any contract or agreement which imposes a liability that YOU would not otherwise have been under
12. for claims brought against YOU in courts outside the Territorial Limits
13. arising out of manual work undertaken away from the PREMISES other than collection or delivery by YOU or any of YOUR EMPLOYEES
14. arising from the ownership possession or use by YOU or on YOUR behalf of:
 - (a) craft designed to travel through air or space
 - (b) hovercraft or watercraft
15. for FINANCIAL LOSS
16. arising from Pollution or Contamination is not insured unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

For the purpose of this condition "Pollution or Contamination" shall mean:

- (a) all pollution or contamination of BUILDINGS or other structures or of water or land or the atmosphere; and
- (b) all DAMAGE or BODILY INJURY directly or indirectly caused by such Pollution or Contamination.

MAXIMUM AMOUNTS PAYABLE

Except as stated below the most WE will pay for all claims made for any one accident or series of accidents occurring in connection with any one event is the Limit of Indemnity stated on the Policy Schedule.

For liability arising from Pollution or Contamination the Limit of Indemnity shown on the Policy Schedule will be the maximum amount payable in respect of all claims deemed to have occurred in any one Period of Insurance.

WE will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with OUR consent.

INNER LIMITS MAY ALSO APPLY IF ADDITIONAL COVERS HAVE BEEN ADDED BY ENDORSEMENT - REFER TO ENDORSEMENT WORDING FOR DETAILS.

GENERAL CONDITIONS

1. The Policy Schedule Statement of Fact Proposal Form and any endorsements shall be read as if they are one document.
2. YOU will take all reasonable steps to protect the property prevent accidents and comply with laws bye-laws or regulations and take reasonable care in the selection and supervision of EMPLOYEES.
3. YOU shall give notice to US as soon as is reasonably practicable of any fact or event affecting the risks insured by this Policy which is or might be material to US. YOU will not be insured under the policy until WE have agreed in writing to accept the increased risk.
4. If YOU or anyone acting for YOU makes a claim under this policy knowing the claim to be false WE will not pay the claim and all cover under the Policy ceases.
5. This insurance or any cover included herein may be cancelled at any time by US by giving 7 days notice by Registered Letter to YOU at YOUR last known address. YOU shall be entitled to the return of a proportionate part of the premium paid corresponding to the unexpired Period of Insurance
6. Any dispute or difference arising between YOU and US regarding this Policy shall be referred to a senior counsel to be mutually agreed upon by YOU and US. In the absence of such agreement an arbitrator shall be appointed by the parties in accordance with the statutory provisions that exist at the relevant time. YOU may not take any legal action against US over the dispute before the arbitrator has reached a decision.
7. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.
8. If YOU die WE will insure YOUR legal personal representatives for any liability YOU had previously incurred under the Policy provided that they keep to the terms conditions and exclusions of the Policy.
9. If at the time any claim arises under this Policy there exists any other insurance effected by YOU or on YOUR behalf covering the same property and/or same liability and/or same protection WE will not be liable to pay or contribute more than OUR rateable proportion of any such claim and costs and expenses in connection therewith.
10. Where YOU comprises more than one party WE will indemnify each named insured to whom this Policy applies in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount payable shall not exceed the specified amount detailed in the Schedules or elsewhere in the Policy as the Limit of Indemnity regardless of the number of parties claiming to be indemnified.
11. If the Policy is subject to a warranty any breach of that warranty shall nullify any claim. Any breach which occurred before the Period of Insurance during which the claim occurred and which has not continued into the Period of Insurance during which the claim occurred will not nullify a claim occurring in that Period of Insurance.
12. Where YOU have agreed under a separate credit agreement to pay the premium by instalments any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default
13. Where the wording of any endorsement attached to the Schedule or subsequently issued by US conflicts with the printed wording of the Policy document the wording of the endorsement overrides the Policy document
14. This insurance shall be voidable
 - (a) if YOU have concealed or misrepresented or incorrectly described and/or failed to declare any fact or circumstance material to the insurance or its subject matter or
 - (b) if YOU or anyone acting on YOUR behalf has committed fraud attempted fraud or sworn falsely concerning this insurance or its subject matter whether before or after a loss

15. If YOU notify any claim knowing it to be false intentionally exaggerated or fraudulent as regard amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited.
16. WE shall be subrogated to all of YOUR rights of recovery against any person or organisation before or after any claims payment under this insurance and YOU shall provide all relevant information and assistance in this regard.
17. Any recovery made shall be applied first to OUR outlay and then YOUR EXCESS in priority to any outstanding uninsured loss of the Insured in the absence of agreement to the contrary
18. WE shall not exercise said rights against any EMPLOYEE of YOURS unless the claim in question has been brought about or contributed to by the dishonest fraudulent criminal or malicious act error or omission of the EMPLOYEE

CLAIMS CONDITIONS

1. Claims (Duties owed by YOU)

Special Definition The words 'Letter of Claim' where used in this condition shall mean any written correspondence indicating an intention to claim against YOU that specifies sufficient information about the incident to enable it to be investigated and includes at least preliminary information as to the nature of the BODILY INJURY or DAMAGE sustained

- (a) In respect of all incidents (including all Employer's Liability related accidents and/or work related illnesses) if circumstances should exist and/or on the happening of any event which may give rise to a claim under this Policy YOU shall within 90 days give notice thereof to US in writing
- (b) Every letter of claim writ summons process impending prosecution notice of an inquest or fatal accident inquiry in connection with any such circumstance or event aforesaid shall be immediately forwarded to US unacknowledged
- (c) In the case of loss or DAMAGE involving stealing of or malicious DAMAGE to property YOU shall immediately notify An Garda Síochána and provide all reasonable assistance in
 - (i) identifying and prosecuting the person(s) involved
 - (ii) recovering such stolen property
- (d) YOU shall if required by US attend all proceedings and assist US in the giving of evidence and the attendance of witnesses and shall give US all information and assistance and do and concur in doing whatever WE may require in connection with any circumstance event or claim
- (e) Following receipt by YOU of a Letter of Claim YOU shall within 45 days provide US with copies of all documents records and minutes of meetings necessary to consider the claim fully YOU shall also give US all such proofs and information with respect to any claim as WE may require together with (if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto
- (f) YOU shall bear YOUR own costs and expenses under this Condition unless specific cover is provided within any Section of the Policy
- (g) No admission offer promise payment or indemnity shall be made or given by or on behalf of YOU without OUR written consent

2. Claims (OUR rights)

WE may

- (a) investigate handle and control any claim notified to US at OUR absolute discretion and may settle compromise or make ex-gratia payments in respect thereof and generally conduct any proceedings process or actions related to such claim as WE deem appropriate and the costs incurred by US in this undertaking shall be subject to any EXCESS shown in the relevant Policy Section under which the claim is being brought by YOU irrespective of whether an indemnity is subsequently provided to YOU in respect of such claim
- (b) at OUR discretion take over and control YOUR legal representation at any inquest inquiry or other proceedings in any Court concerning any matter that has given or may give rise to a claim hereunder and/or the defense and settlement of any claim. WE shall conduct such representation and defence and settlement of claims as WE see fit to do. In the event that WE make any payment YOU will on demand pay US the amount of the EXCESS applicable
- (c) at any time pay to YOU the amount of the Limit of Indemnity (less any sum already paid and less the amount of any EXCESS) or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment for which WE are liable hereunder. WE shall not be responsible for any loss which YOU may claim to have sustained by reason of OUR having acted in such a way

GENERAL EXCLUSIONS

WE will not cover:

1. DAMAGE cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or
 - (b) any Act of Terrorism

For the purpose of this exclusion an Act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organization or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public in fear

This exclusion also excludes DAMAGE cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

If WE allege that by reason of this exclusion any 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 exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect
2. DAMAGE cost or expense directly or indirectly arising out of Biological or chemical contamination due to any Act of Terrorism

For the purpose of this exclusion an Act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organization or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

For the purpose of this exclusion contamination means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances

If WE allege that by reason of this exclusion any DAMAGE cost or expense is not covered by this Policy the burden of proving the contrary shall be upon YOU
3. Any liability DAMAGE cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with
 - (a) the loss of alteration of or DAMAGE to or
 - (b) a reduction in the functionality availability or operation of a computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus worm logic bomb or Trojan horse.
4. Any liability DAMAGE cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - (a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to a popular uprising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition by or under the order of any Government or public or local authority

- (b) any TERRORIST ACT.
- In addition WE will not pay for any liability DAMAGE cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above. If WE allege that by reason of this exclusion any liability DAMAGE cost or expense is not covered by this insurance the burden of proving the contrary shall be upon YOU
5. Any liability directly or indirectly resulting from caused by contributed to attributed to or in any way related to
 - (a) the actual alleged or threatened absorption ingestion or inhalation of asbestos in any form by any person or
 - (b) the existence of asbestos in any form
 6. DAMAGE caused through confiscation destruction or requisition by order of the Government or any Public Authority.
 7. DAMAGE resulting from stoppage at work.
 8. DAMAGE caused by frost.
 9. DAMAGE caused by a change in the water table level.
 10. DAMAGE arising from the erection dismantling repair or maintenance of aerials fittings or masts.
 11. DAMAGE caused by felling or lopping trees.
 12. DAMAGE caused by SUBSIDENCE caused by or consisting of
 - (a) the normal settlement or bedding down of new structures
 - (b) the settlement or movement of made-up ground
 - (c) coastal or river erosion
 - (d) defective design or workmanship or the use of defective materials
 - (e) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
 - (f) demolition construction structural alteration or repair of any property or
 - (g) groundwork or excavation
 13. DAMAGE caused by SUBSIDENCE to yards car-parks pavements walls gates and fences unless simultaneously affecting the PREMISES insured hereby
 14. The first €1,000 of any DAMAGE caused by SUBSIDENCE or if the POLICY EXCESS as stated on the Policy Schedule has been increased above €1,000 then that higher POLICY EXCESS shall also apply in respect of DAMAGE caused by SUBSIDENCE.
 15. DAMAGE which originated prior to the inception of this cover
 16. DAMAGE caused by or consisting of
 - (a) the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under YOUR control
 - (b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
 - (c) faulty or defective workmanship operational error or omission on YOUR part or on the part of any of YOUR EMPLOYEES
 - (d) growing vegetation
 but this shall not exclude subsequent DAMAGE which itself results from a cause not otherwise excluded
 17. DAMAGE caused by or consisting of
 - (a) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects humidity contamination or action of light
 - (b) change in temperature colour flavour texture or finish
 - (c) the freezing solidification or inadvertent escape of molten material
 18. DAMAGE consisting of
 - (a) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - (b) breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not exclude
 - (i) such DAMAGE which itself results from any other cause not otherwise excluded
 - (ii) subsequent DAMAGE which itself results from a cause not otherwise excluded
 19. DAMAGE or consequential loss caused by faulty or defective design materials or workmanship inherent fault or defect undiscovered defect gradual deterioration wear and tear or frost. This shall not apply to subsequent DAMAGE resulting from another cause which happens afterwards and is not otherwise excluded.
 20. DAMAGE to any property in Northern Ireland or loss resulting from such DAMAGE arising from:
 - (a) riot or civil labour or political disturbances
 - (b) any unlawful wanton or malicious act committed maliciously by a person or people acting on behalf of or in connection with any unlawful association or political organisation.
 For the purpose of this exclusion "unlawful association" means any organisation which is engaged in terrorism and includes an organisation which is a proscribed organisation as defined in the Northern Ireland (Emergency Provisions) Act 1973 or subsequent amending legislation. For the purpose of this exclusion "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear. If WE refuse to deal with a claim as a result of this exception and YOU dispute OUR decision YOU must prove that the exclusion should not apply.
 21. Any expense consequential loss legal liability or DAMAGE to any property directly or indirectly arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component.
 22. DAMAGE to any electrical plant or appliance caused by its own:
 - (a) over-running
 - (b) short-circuiting
 - (c) excessive pressure
 - (d) self-heating This exclusion shall not apply where fire spreads to cause DAMAGE to other plant or appliances or other property insured.
 23. DAMAGE by wind rain hail sleet snow flood or dust to movable Property in the open or to fences or gates.
 24. DAMAGE or loss of RENT when the BUILDING(S) is empty or not in use.
 25. Any liability arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or part