



# Benchmark Commercial Property Owners Insurance Policy

**RSA**  benchmark



**Claims helpline**

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## Welcome

Welcome to the Benchmark Commercial 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 statements and answers given in the Statement of Fact Proposal Form are correct and complete to the best of your knowledge and belief.

WE have relied on the information provided by YOU in response to questions asked by US and on information supplied by YOUR broker. Our acceptance of this risk and the Premium charged, and the terms and conditions applied have been based upon the information provided to the Company.

Any alteration or material change from the original information presented must be advised to us immediately and must be accepted by us. Failure to do so may invalidate your policy or result in certain covers not operating fully.

If the Policy Schedule details or the details on the Statement of Fact Proposal Form are incorrect, then please return the Policy Schedule and the Statement of Fact Proposal Form 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 Policy 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

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 Policy 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.

## Law & Complaints

### 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: 01 290 1000  
 Email: [complaints@ie.rsagroup.com](mailto: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  
 D01 E7E8

**OR**

The Financial Services and  
 Pension Ombudsman (FSPO)  
 3<sup>rd</sup> Floor Lincoln House  
 Lincoln Place  
 Dublin 2  
 D02 VH29





## 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.

### 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.

### 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

### 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
- g) fixed glass in the BUILDINGS

### 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

### COMPUTER VIRUS

The words COMPUTER VIRUS shall mean a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'trojan horses', 'worms' and 'time or logic bombs'.

### DAMAGE

The word DAMAGE shall mean loss or damage or destruction.

### ELECTRONIC DATA

The words ELECTRONIC DATA shall mean facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

### 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

### FINANCIAL LOSS

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

### LANDLORD'S FIXTURES AND FITTINGS

The words LANDLORD'S FIXTURES AND FITTINGS shall mean

- YOUR fixtures and fittings and machinery

- any telephone installation, gas or electricity meter

### POLICY EXCESS

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

### PREMISES

The word PREMISES shall mean the risk address stated in the Policy Schedule.

### SUBSIDENCE

The word SUBSIDENCE shall mean subsidence or ground heave of any part of the site on which the property stands or landslip.

### TERRITORIAL LIMITS

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

### UNOCCUPIED

A PREMISES is deemed to be UNOCCUPIED if for more than 30 consecutive days it is not used for the purposes of the BUSINESS, untenanted or not in active use.

### WE, US, OUR

RSA Insurance Ireland DAC.

### YOU, YOUR, YOURSELF

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



## Section 1 Material Damage

(Operative only if indicated on the Policy Schedule)

The POLICY EXCESS applies to this Section.

What Is Insured	What Is Not Insured
<p>If during the Period of Insurance the BUILDINGS insured described in the Policy 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.</p>	<ol style="list-style-type: none"> <li>1. DAMAGE caused by stealing or attempted stealing not involving entry to or exit from the BUILDINGS by forcible and violent means</li> <li>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</li> <li>3. DAMAGE to gates or fences caused by falling trees or branches</li> <li>4. Accidental breakage of glass</li> <li>5. DAMAGE to signs</li> <li>6. DAMAGE to Property Insured away from the PREMISES</li> <li>7. DAMAGE to BUILDINGS caused by their own collapse or cracking unless resulting from any other cause which is not otherwise excluded</li> <li>8. DAMAGE to UNOCCUPIED PREMISES unless within 14 days of becoming aware that the PREMISES is UNOCCUPIED, YOU or a person acting on YOUR behalf shall             <ol style="list-style-type: none"> <li>a) keep all gas and water mains supplies disconnected until the PREMISES are no longer UNOCCUPIED and</li> <li>b) keep all electricity mains supplies disconnected (unless to supply an Intruder Alarm System and/or Fire Alarm System) until the PREMISES are no longer UNOCCUPIED and</li> <li>c) keep all outside doors and shutters securely locked to prevent unauthorised entry and</li> <li>d) secure all windows and shutters at all times and all broken or defective windows must be boarded up until replaced and</li> <li>e) visit the PREMISES at least weekly to physically check the PREMISES internally and externally and to carry out any work necessary to                 <ol style="list-style-type: none"> <li>i. maintain the security arrangements and</li> </ol> </li> </ol> </li> </ol>

What Is Insured	What Is Not Insured
	<ul style="list-style-type: none"> <li>ii. maintain the Premises in sound condition</li> <li>and a register of these visits must be kept by YOU or YOUR representative for periodic inspection by US and</li> <li>f) remove all trade waste from the PREMISES and</li> <li>g) remove all combustible material from the PREMISES and</li> <li>h) seal all letter boxes or other openings; except as otherwise agreed in writing by US</li> </ul> <p>9. DAMAGE caused by pollution or contamination but this shall not exclude Damage to the Property Insured caused by</p> <ul style="list-style-type: none"> <li>a) pollution or contamination which itself results from any cause which is not otherwise excluded</li> <li>b) any cause which is not otherwise excluded which itself results from pollution or contamination</li> </ul>

## Section 1 Material Damage - 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. 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 Policy 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.

### 4. 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 they have arranged their own insurance. The buyer must keep to the terms and conditions of the policy.

### 5. 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.

### 6. 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.

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

**7. 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.

**8. Trace and Access (water and oil)**

In addition to cover provided under Section 1 MATERIAL DAMAGE for both water and oil leakage WE will also pay for all reasonable and necessary costs incurred in locating the source of the DAMAGE to the BUILDINGS. 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.

**9. 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.

**10. 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

**11. 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.

**12. 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.

**13. 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 policy provided that

- a) such cover will commence from the inception of YOUR interest in the BUILDINGS LANDLORD'S FIXTURES AND FITTINGS 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 1 Material Damage - 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

Where WE opt to arrange for the work to be carried out WE reserve the right to appoint OUR own builder or other expert or experts to complete the works and WE will take responsibility for the satisfactory completion of such works completed by them.

Where WE agree to pay YOU, we reserve the right to withhold final payment until all works are complete, final invoice submitted and final inspection completed by US or OUR representatives.

WE will not pay for repair or reinstatement to a condition better or more extensive than the condition of the BUILDINGS when new.

In the event of DAMAGE to ELECTRONIC DATA processing media insured under the policy then the basis of settlement shall be the cost of the property insured plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation.

These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA.

If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the property insured.

However, this policy does not cover any amount pertaining to the value of such ELECTRONIC DATA to the original insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled

### 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 unless the DAMAGE arises out of a criminal, fraudulent or malicious act.



## Section 2 Loss of Rent

(Operative only if indicated on the Policy Schedule)

The POLICY EXCESS applies to this Section.

### Section Definition

#### **DAMAGE** (Section 2 Loss of Rent Only)

For this section only the definition of DAMAGE is extended to include

- 1) a) the discovery of vermin or pests at the PREMISES which causes the appropriate local authority to restrict the use of the PREMISES
- b) closure of the PREMISES by the appropriate local authority because of defects in the the drains or other sanitary arrangements
- c) murder or suicide occurring at the PREMISES

Provided that the beginning of the INDEMNITY PERIOD will be

- In the case of (c), when the incident happens or is discovered
- In the case (a) and (b), the date when the restrictions are placed or closure of the PREMISES are applied by the appropriate local authority for the period specified in the INDEMNITY PERIOD

- 2) 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

#### **INDEMNITY PERIOD**

The term INDEMNITY PERIOD shall mean 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.

#### **RENT**

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

What Is Insured	What Is Not Insured
<p>WE will pay for loss of RENT occurring during the INDEMNITY PERIOD resulting from DAMAGE by an insured cause under Section 1 or from DAMAGE as defined in Section 2 Loss of Rent to any of the following:</p> <ul style="list-style-type: none"> <li>a) the LANDLORD'S FIXTURES AND FITTINGS or glass insured under this section</li> <li>b) the BUILDINGS of the PREMISES shown in the Policy Schedule</li> <li>c) property in the vicinity of the PREMISES which prevents or hinders the use of the PREMISES or access to it</li> </ul> <p>Provided that:</p> <ul style="list-style-type: none"> <li>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</li> <li>b) a valid claim has been admitted under Section 1 of this Policy</li> </ul> <p>WE will pay</p> <ul style="list-style-type: none"> <li>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</li> <li>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</li> <li>c) Professional accountants' charges reasonably incurred for producing details that WE require for any claim for loss of RENT</li> </ul> <p>WE will take into account in calculating the payment</p> <ul style="list-style-type: none"> <li>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</li> <li>b) any RENT YOU earn from conducting the BUSINESS elsewhere during the INDEMNITY PERIOD</li> </ul>	<p>All Exclusions applicable to Section 1 apply to this Section</p>

**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 DAMAGE to any UNOCCUPIED buildings 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

## Section 2 Loss of Rent - Additional Covers

### Cost of Reletting Buildings

E 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 Employer’s Liability

(Operative only if indicated on the Policy Schedule)

The POLICY EXCESS does not apply to this Section.

What Is Insured	What Is Not Insured
<p>YOUR legal liability for accidental BODILY INJURY sustained by any EMPLOYEE which arises out of and in the course of their employment by YOU in connection with YOUR BUSINESS.</p> <p>WE will pay, subject to the limit of indemnity</p> <ol style="list-style-type: none"> <li>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</li> <li>b) all costs and expenses YOU incur with OUR consent in defending any claim for damages</li> <li>c) solicitors’ fees YOU incur with OUR consent for               <ol style="list-style-type: none"> <li>i. representation at any coroner’s inquest or fatal inquiry into any death</li> <li>ii. defending in any Court of Summary Jurisdiction any proceedings for any act or omission caused or relating to any one event</li> </ol> </li> </ol> <p>Provided that the accidental BODILY INJURY is caused</p> <ul style="list-style-type: none"> <li>• during the Period of Insurance</li> <li>• within the TERRITORIAL LIMITS</li> </ul> <p><b>Limit of Indemnity</b> 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 the Limit of Indemnity as indicated on the Policy Schedule.</p> <p>The amount shall be inclusive of</p>	

What Is Insured	What Is Not Insured
<p>i) all legal costs and other expenses incurred by any claimant or claimants</p> <p>ii) all legal costs and other expenses incurred in defending any claim or claims</p> <p>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.</p> <p>WE may discharge OUR liability to YOU in respect of any claim by paying to YOU or on YOUR behalf the Limit of Indemnity 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.</p> <p>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 Limit of Indemnity to YOU or on YOUR behalf</p>	

## Section 3 Employer’s Liability – Cover Extensions

What Is Insured	What Is Not Insured
<p><b>1. Indemnity to other people</b>            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</p> <ul style="list-style-type: none"> <li>• any Director or EMPLOYEE</li> <li>• any Officer member or EMPLOYEE of YOUR social sports or welfare organisations or first aid fire or ambulance services</li> </ul> <p>Provided that</p> <ul style="list-style-type: none"> <li>• YOU request US to do so</li> <li>• such people keep to the terms conditions and limitations of the policy</li> </ul> <p><b>2. Non-manual work abroad</b>            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.</p> <p><b>3. Private Work</b>            YOUR legal liability for accidental 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</p> <p>All the extensions to the Employer’s Liability Cover are subject to the following</p> <ul style="list-style-type: none"> <li>a) WE shall not be liable under these extensions unless WE have the sole conduct and control of all claims</li> <li>b) These extensions shall not apply to any liability which is insured under another Policy</li> <li>c) These extensions are subject to the terms limitations and conditions of the Policy</li> </ul>	<p>Any liability</p> <ul style="list-style-type: none"> <li>a) arising out of manual work undertaken away from the PREMISES other than collection or delivery by YOU or any of YOUR EMPLOYEES</li> <li>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</li> <li>c) arising out of OFFSHORE WORK</li> </ul>



## Section 4 Public and Products Liability

(Operative only if indicated on the Policy Schedule)

The POLICY EXCESS does not apply 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	What Is Not Insured
<p>YOUR legal liability for</p> <ul style="list-style-type: none"> <li>a) accidental BODILY INJURY to any person</li> <li>b) accidental DAMAGE to material property</li> <li>c) accidental obstruction accidental trespass accidental interference with pedestrian road rail air or waterborne traffic</li> </ul> <p>occurring during the period of insurance within the TERRITORIAL LIMITS in connection with the BUSINESS at the PREMISES.</p> <p>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 the Limit of Indemnity as indicated on the Policy Schedule. In addition WE will pay</p> <ul style="list-style-type: none"> <li>(i) all legal costs and other expenses incurred by any claimant or claimants</li> <li>(ii) all legal costs and other expenses incurred in defending any claim or claims</li> </ul> <p>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.</p> <p>WE may discharge OUR liability to YOU in respect of any claim by paying to YOU or on YOUR behalf the Limit of Indemnity 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.</p>	

## Section 4 Public Liability-Cover Extensions

What Is Insured	What Is Not Insured
<p><b>I. Indemnity to other people</b>            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</p> <ul style="list-style-type: none"> <li>any Director or EMPLOYEE</li> <li>any officer member or EMPLOYEE of YOUR social sports or welfare organizations or first aid fire or ambulance services</li> </ul> <p>Provided that</p> <ul style="list-style-type: none"> <li>YOU request US to do so</li> <li>such people keep to all the terms conditions and limitations of this policy</li> </ul> <p><b>II. Private Work</b>            YOUR legal liability for accidental 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 works undertaken with YOUR prior consent and is not undertaken in connection with any trade or business</p> <p><b>III. Non-manual work abroad</b>            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.</p> <p><b>IV. Personal Liability during visits abroad</b>            The personal liability of</p> <ul style="list-style-type: none"> <li>YOU</li> <li>Any EMPLOYEE or Director</li> <li>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</li> </ul>	<p>Any Liability:</p> <ol style="list-style-type: none"> <li>for accidental BODILY INJURY, illness or disease sustained by any EMPLOYEE or Director in the course of their employment by YOU in connection with YOUR BUSINESS</li> <li>arising from professional advice given by YOU for a fee or in circumstances where a fee would normally be charged</li> <li>arising out of treatment given</li> <li>arising from the dispensing of medicines or drugs</li> <li>arising out of PRODUCTS</li> <li>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</li> <li>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</li> <li>for liquidated damages or fines or penalties</li> <li>arising from the ownership, possession or use by YOU or on YOUR behalf of trailers whether attached or not attached to a vehicle</li> <li>arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by YOU or on YOUR behalf           <ol style="list-style-type: none"> <li>which is licensed for road use or</li> <li>for which compulsory insurance is required under the Road Traffic Act 1961 or any subsequent amending legislation or</li> <li>which is more specifically insured</li> </ol>           This exclusion shall not apply to the loading and unloading of mechanically propelled vehicles or mobile plant, unless more specifically insured         </li> </ol>

What Is Insured	What Is Not Insured
<p>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.</p> <p><b>V. Indemnity to Managing Agents</b>            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.</p> <p>All the extensions to the Public Liability Cover are subject to the following</p> <ol style="list-style-type: none"> <li>WE shall not be liable unless WE have the sole conduct and control of all claims</li> <li>these extensions shall not apply to any liability which is insured under any other policy</li> <li>these extensions are subject to the terms limitations and conditions of the Policy.</li> </ol>	<ol style="list-style-type: none"> <li>arising from any contract or agreement, which imposes a liability that YOU would not otherwise have been under</li> <li>for claims brought against YOU in courts outside the Republic of Ireland</li> <li>arising out of manual work undertaken away from the PREMISES other than collection or delivery by YOU or any of YOUR EMPLOYEES</li> <li>arising from the ownership, possession or use by YOU or on YOUR behalf of               <ol style="list-style-type: none"> <li>craft designed to travel through air or space</li> <li>hovercraft or watercraft</li> </ol> </li> <li>for FINANCIAL LOSS</li> <li>for mental injury arising from               <ul style="list-style-type: none"> <li>loss destruction or corruption of ELECTRONIC DATA</li> <li>appropriation transmission use access to storage or modification of ELECTRONIC DATA</li> <li>the reduction in or loss of ability to use access process transmit modify or store ELECTRONIC DATA</li> <li>misinterpretation or misuse of ELECTRONIC DATA</li> </ul> </li> </ol>

**Special condition applying to Section 4 Public Liability**

Liability 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

- all pollution or contamination of BUILDINGS or other structures or of water or land or the atmosphere and
- all accidental DAMAGE or accidental BODILY INJURY directly or indirectly caused by such Pollution or Contamination

## SECTION 5 - Public and Products Liability – 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.

For liability arising from defects in any PRODUCT the Limit of Indemnity shown on the Policy Schedule will be the maximum amount payable in respect of all claims occurring in any one Period of Insurance.

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

## General Conditions

In the following conditions the word YOU also includes any other person insured under the policy.

1. The Policy, 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 or alteration 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. This insurance or any cover included herein may be cancelled at any time by US by giving 7 days notice by writing to YOUR broker or by Registered Letter to YOU at YOUR last known address. WE will advise the reason for cancellation and YOU shall be entitled to the return of a proportionate part of the premium paid corresponding to the unexpired Period of Insurance
5. 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
6. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned
7. 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 of the Policy
8. 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
9. 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 Policy Schedules or elsewhere in the Policy as the Limit of Indemnity regardless of the number of parties claiming to be indemnified
10. 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
11. Where YOU have agreed under a separate credit agreement to pay the premium by installments, any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default
12. 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
13. Where there has been any misrepresentation in the information provided to US, or any failure to answer OUR questions honestly and with reasonable care, WE may
    - a) where the misrepresentation was made negligently, reflect the action WE would have taken had WE been aware of the full facts
      - i. if WE would have charged a higher Premium WE may charge an additional Premium or proportionally reduce the amount paid on a claim
      - ii. if WE would have applied different terms the contract may be treated as if it had been entered into on those terms
      - iii. if WE would not have entered into the contract, WE may avoid the contract, refuse a claim and return the Premium paid
    - b) where the misrepresentation was made fraudulently, avoid the contract and refuse a claim
  14. Where a claim made by YOU or anyone acting for YOU contains any information that is false or misleading in any material respect, including exaggerating or inflating a claim, and YOU or anyone acting for YOU know it to be false and misleading or consciously disregard whether it is false or misleading WE shall be entitled to
    - a) refuse to pay the claim
    - b) terminate the insurance contact from the date of the submission of the fraudulent claim
    - c) refuse all claims arising after the fraudulent claim
    - d) retain the premium paid
  15. Before or after WE pay any claim under this Policy, WE shall be entitled to take over and conduct in Your name all claims and rights of YOURS in respect of any act giving rise to a claim under this Policy, in so far as is permitted by law. YOU shall take all necessary steps to protect OUR rights and shall give all such assistance as WE may require. YOU shall at OUR request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by US for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which WE shall be or would become entitled or subrogated upon US paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies YOU. WE shall not enforce rights against:
    - a) a tenant or lessee of any tier in respect of DAMAGE to the part of the Buildings in the demise of that tenant or lessee or to common parts of the Buildings unless the DAMAGE arises out of a criminal, fraudulent or malicious act
    - b) any company being parent of, or subsidiary to, YOU or any company which is a subsidiary of a parent company of which YOU are YOURSELVES a subsidiary, in each case within the meaning of Section 155 of the Companies Act 1963
    - c) a managing agent or a management company in respect of DAMAGE to the Premises managed by the agent or company

In the event YOU fail to comply with this condition WE will seek reimbursement from YOU of any monies owed
  16. The Company shall not provide any coverage or be liable to provide indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any economic, financial or trade sanctions or prohibition or restriction imposed by law or regulation in any relevant jurisdiction.

## 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.

- a) In the event of a claim you must
  - Notify us within a reasonable time of any loss, damage or accident and give details of how the loss, damage or accident occurred
  - retain all damaged property for inspection by us
  - produce, at your own expense, all necessary documents and information to support any claim
  - forward these to us, together with a completed claim form, within 30 days of first notifying us of the incident
- b) 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
- c) 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
- d) 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
- e) 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
- f) 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
- g) YOU shall bear YOUR own costs and expenses under this Condition unless specific cover is provided within any Section of the Policy
- h) No admission offer promise payment or indemnity shall be made or given by or on behalf of YOU without OUR written consent
- i) If after a claim has been made under this Policy YOU become aware of any information which may either support or, as the case may be, prejudice the validity of the claim YOU shall notify US as soon as is reasonably possible

**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 POLICY 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 POLICY EXCESS applicable at any time pay to YOU the amount of the Limit of Indemnity (less any sum already paid and less the amount of any POLICY 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
- c)

## General Exclusions

WE will not cover

1. 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
  - b) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection civil commotion assuming the proportions of or amounting to a popular uprising military rising or usurped power martial law confiscation or nationalisation or requisition by or under the order of any government or public or local authority or
  - c) 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 organisation 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. regardless of any contributory causes 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 organisation 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. a) DAMAGE, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all other terms, conditions and exclusions, will cover physical damage to property including consequential loss resulting therefrom directly caused by such listed peril

Listed perils

Fire, Lightning, Aircraft or other aerial devices or articles dropped from them, Explosion, Riot, Civil Commotion, Strikers, Locked-out workers, persons taking part in labour disturbances, Earthquake, Storm, Flood, Escape of water from any tank, apparatus or pipe or Impact by any road vehicle or animal, Sprinkler Leakage.

This exclusion will not apply in respect of YOUR legal liability for accidental DAMAGE and/ or accidental BODILY INJURY to any person and/ or the costs of defending any claim brought against YOU by them.

4. regardless of any contributory causes 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 organisation 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.

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
  - g) groundwork or excavation
13. DAMAGE caused by SUBSIDENCE to yards car-parks pavements walls gates and fences unless simultaneously affecting the Office 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 prescribed 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
  - i. over-running
  - ii. short-circuiting
  - iii. excessive pressure
  - iv. 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 UNOCCUPIED
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
26. Disease Exclusion
  - i. Loss (whether physical or otherwise), destruction or DAMAGE, or costs or expenses directly or indirectly occasioned by, arising from, caused by or in any way attributable to:
    - a) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
    - b) any disease arising from any such pathogen or microorganism, or
    - c) the threat or fear (actual or perceived) of (a) or (b) or
  - ii. Any loss (whether physical or otherwise), destruction or DAMAGE subsequent upon i)

This exclusion will not apply in respect of YOUR legal liability for accidental DAMAGE and/ or accidental BODILY INJURY to any person and/ or the costs of defending any claim brought against YOU by a third party





**RSA Insurance Ireland DAC**

RSA Insurance Ireland DAC is registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16. RSA Insurance Ireland DAC is regulated by the Central Bank of Ireland.

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