



July 2021

**CAPITAL**  
INSURANCE MARKETS

# Cleaning contractors insurance policy



# Useful phone numbers

## Claims

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

**+353 (1) 858 3233**

# Table of Contents

<b>Welcome to AXA</b>	<b>4</b>
<b>General conditions</b>	<b>6</b>
<b>Meanings of defined terms Policy conditions</b>	<b>7</b>
<b>Policy conditions</b>	<b>8</b>
<b>General Policy Exclusions</b>	<b>12</b>
<b>Section of cover:</b>	
<b>Section 1: Public and products liability</b>	<b>15</b>
<b>Section 2: Employers' liability</b>	<b>21</b>
<b>Section 3: Professional indemnity</b>	<b>24</b>
<b>Section 4: Property definitions</b>	<b>35</b>
<b>Section 5: Property - portable tools and equipment</b>	<b>36</b>
<b>Section 6: Property - contents</b>	<b>40</b>
<b>Section 7: Property - buildings</b>	<b>45</b>
<b>Section 8: Property - business interruption</b>	<b>49</b>
<b>Making a complaint</b>	<b>54</b>

# Welcome to AXA

## Thank you for choosing AXA

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

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

## Your policy

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

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

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

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

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

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

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

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

# Your policy wording

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

The insurer **your** contract is with is AXA Insurance dac which is established in Ireland. **We** propose that Irish law will apply.

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

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

**Your policy** includes:

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

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

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

On behalf of AXA Insurance dac



**Phil Bradley**

Chief Executive

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

# General conditions

## Your policy

**Your policy** is divided into a number of sections. The sections of cover that apply are shown under **your** cover summary which is in the schedule. **Your** cover summary contains a list of sections available, but only those shown as ‘insured’ apply. Where a section does not apply **your** cover summary will state that it is ‘not insured’ and this section will not be included within the **policy**.

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

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

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

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

Under the heading ‘What is covered’ **we** give information on the insurance provided. This must be read with ‘What is not covered’, the **policy** conditions and any conditions of cover that are applied to each section.

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

## Making a claim

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the Claims notification condition and Claims procedures condition of page 8 of this section, headed Policy conditions.

Please contact **your** insurance adviser who will help **us** deal with **your** claim.

## Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read ‘Making a complaint’ on page 53 of this **policy**.

# Meanings of defined terms

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

## Business

Your business or profession as shown in the schedule.

## Computer systems

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

## Date recognition

Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.

## Defined peril

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

## Endorsement

A change to the terms of the **policy**.

## Excess

The first amount of any claim or claims which **you** are responsible for.

## Period of insurance

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

## Policy

Policy, schedule and **endorsement** attached or issued.

## Policy territories

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

## We/us/our

AXA Insurance dac

## You/your/yourself

The person(s), firm, company or organisation shown on your schedule.

# Policy conditions

These conditions apply throughout **your policy** with the exception of the Professional Indemnity section. The conditions which apply to the Professional Indemnity section can be found on page 30.

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

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

There are additional conditions under each section of cover.

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

## Applicable law condition

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

## Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid the amount of the difference will be referred to an arbitrator who is jointly appointed. This condition does not apply to the Public and products liability section, or the Employers liability section.

Alternatively depending on the size of **your** business **you** may be able to refer **your** case to the Financial Services and Pensions Ombudsman. The contact details can be found on page 53 of this policy. In either case this will not affect **your** right to take action against **us** over this disagreement.

## Business Failure

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

## Cancellation condition

1. **We** can cancel **your policy** at any time during the **period of insurance** by giving 14 working days written notice to your last known address. Where **your policy** is cancelled in accordance with either of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.
2. **You** can cancel the Policy within 14 working days of the date of the first period of insurance which is the “cooling off period”.

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



3. **We** can cancel **your policy** immediately, without giving you notice if the premium has not been paid. If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance**, the annual premium remains due in full. **We** will only refund premium provided that no claim has been paid or is outstanding in the current **period of insurance**.

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

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

### Change in risk condition

**You** must tell **us** as soon as possible during the **period of insurance** of any change to the business in the person, firm, company or organisation shown in **your** schedule as the insured to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

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

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

### Claims notification condition

You must

1. as soon as practical
  - a. give **us** notice of any circumstances which might lead to a claim under your policy

- b. give **us** all the information we request
- c. on receipt send **us** every letter, court order, summons or other legal document served upon **you**
- d. tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **your policy**
- e. notify An Garda Siochana of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

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

### Claims procedures condition

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

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

## Contractual duties and proportionate remedies condition

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

If **you** respond to the questions posed by **us** in a negligent manner, without complete honesty and/or reasonable care, then we can elect one of the following remedies:

**We** will avoid the contract and refuse all claims, if **we** would not have entered into this contract based on honest and accurate information. **We** will return any premium paid; or

**We** will treat **your** policy as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** responded honestly to the questions posed to **you**; or

**We** will reduce proportionately any amount paid or payable in respect of a claim under **your** policy using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** responded honestly to questions posed to **you** and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable.

If **you** have fraudulently responded to any of our questions or have been involved in any fraudulent activity, relative to this contract, **we** will void this contract from the start of the policy. If there is an active claim, this too will be avoided.

## Fraud condition

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

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

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

**we** will:

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

**We** may also inform the An Garda Siochana of the circumstances.

## Instalments condition

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

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

## Other insurance condition

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

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

## Reasonable care condition

**You** must take reasonable steps to

1. prevent or protect against injury, loss or damage
2. keep **your** premises, machinery, plant and equipment and all other property insured in good condition and in full working order
3. remedy any defect or any danger that becomes apparent, as soon as possible.

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

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

### Renewal term agreement condition

If **your** schedule shows that a renewal term agreement is operative, certain terms and conditions have been agreed by **you** and **us** that regulate the annual premium at which **we** will offer renewal. The agreement is included as part of the insurance contract and if **we** offer renewal in accordance with the agreement **you** agree that **your policy** will be renewed each year up to the expiry date of the agreement shown in **your** schedule.

### Subrogation (our rights) condition

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

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

### Sanctions condition

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

# General Policy

# Exclusions

## **This policy does not cover:**

### Changes in Water Table Level

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

### Date Recognition

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

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

but this shall not exclude in respect of insured sections subsequent loss or damage not otherwise excluded which itself results from fire

lightning explosion theft aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by these Sections

### Electrical Plant

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

### Nuclear risk

All operational and non-operational nuclear facilities are excluded

### Northern Ireland Exclusion

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

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

In any action suit or other proceedings where We allege that by reason of this definition any loss or Damage is not covered by this Policy the burden

of proving that such loss or Damage is covered shall be upon You.

### Pollution and Contamination (not applicable to Public Liability and Employers Liability)

This Policy does not cover loss destruction damage consequential loss or liability caused by or arising from pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by pollution or contamination which itself results from a contingency hereby insured against any contingency hereby insured against which itself results from pollution or contamination.

### Pressure Waves

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

### Requisition or Confiscation of Property

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

### Electronic risks exclusion

**We** will not cover **you** for any liability or losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

1. damage to or the destruction of any **computer systems**; or
2. any alteration, modification, distortion, erasure or corruption of **electronic data**

in each case whether your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from a **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

**Additional Definitions are:**

#### **Computer systems**

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

#### **Damage**

Damage Accidental loss, destruction or damage.

#### **Electronic Data**

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 programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

#### **Denial of service attack**

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems.

#### **Hacking**

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

#### **Phishing**

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

#### **Virus or similar mechanism**

Program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The meaning of **virus or similar mechanism** includes but is not limited to, trojan horses worms and logic bombs.

## **Terrorism Exclusion**

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

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

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

### **Definition – Terrorism**

For the purpose of this Exclusion an act of Terrorism shall mean an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

## **War and Nuclear Risks**

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

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

2. any contingency occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

## SECTION 1

# Public and products liability

Contents of this section	
Meanings of defined terms	15
What is covered	16
What is not covered	18
How much we will pay	19
Section conditions	20

## Meanings of defined terms

These meanings apply within **your** Public and products liability section. If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section can be found on page 7 of **your policy**.

### **Bodily injury**

Death, or any bodily or mental injury or disease of any person.

### **Clean-up costs**

The costs incurred by **you** of remediation required by any governmental, administrative or regulatory body to remedy the effects of **pollution** which changes the state of:

- a. the land; or
- b. the atmosphere; or
- c. any watercourse or body of water; or
- d. any building or other structures.

### **Defence costs**

Costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**.

### **Defective work**

The costs associated with rectifying defective work carried out by **you** or **your employees** as part of **your** business.

### **Denial of access**

Nuisance, trespass or interference with any easement or right of air, light, water or way.

### **Financial loss**

Damages **you** would legally have to pay as compensation as a direct result of **your business**.

**Inefficacy**

Any **products** failure to perform its intended functions for which it was supplied, installed, commissioned, erected, altered, tested, repaired, treated or serviced by **you** in the standard course of **your** usual **business**.

**Personal injury**

False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy, libel and slander.

**Pollution**

Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

**Principal**

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by you, in connection with the **business**.

**Products**

Any goods supplied to others which were sold, supplied, distributed, manufactured, constructed, tested, serviced, maintained, repaired, installed, erected, altered, cleaned or treated by **you**.

**Property damage**

Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.

**Tool of trade**

Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.

**You/your**

Also includes any person who was, is or during the **period of insurance** becomes your partner or director or senior manager in actual control of your operations.

**What is covered****Claims against you cover**

If, as a result of **your business**, any party brings a claim against you for:

- a. **bodily injury** or **property damage** occurring during the **period of insurance**;
- b. personal injury or denial of access committed during the period of insurance;
- c. property damage as a result of a deliberate act carried out by your employees in the course of your normal business

**we** will indemnify you against the sums **you** have to pay as compensation including loss of practice, custom or trade.

This includes a claim against any person acting on **your** behalf in connection with **your business** under **your** control or supervision.

**Claims against principals cover**

If, as a result of **your business**, any party brings a claim, which falls within the scope of **What is covered, Claims against you** against **your principal** and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to the **principal** that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives us the information and co-operation we reasonably require for dealing with the claim.

**Court attendance cover**

If any person within the definition of **you**, or any other relevant party chosen by **you** (except expert witnesses) has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay you compensation at the rate of €500 per day for each day that their attendance is required by **our** solicitor.



### Cross liability cover

Where the insured named in the schedule comprises of more than one party **we** will provide indemnity to each 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 limit of indemnity.

### Defective Work

If, as a result of **your business**, any party brings a claim against you for **bodily injury** or **property damage** occurring during the **period of insurance** and caused by defective work, **we** will indemnify **you** against the sums **you** have to pay as compensation

**We** will also pay for **defence costs**.

**We** will not make any payment under this clause:

- i. when **your** liability arises solely from any express warranty or guarantee; or
- ii. for rectification work of which notice to **you** was first given or which **you** were first asked or required to carry out prior to the completion of the contract under which work was originally done or during the period of any maintenance obligations attaching to **you** by reason of that contract or any subsequent contract or agreement.

### Inefficacy

If, as a result of **your** business, any party brings a claim against you for **inefficacy** occurring during the **period of insurance**, **we** will indemnify **you** against the sums **you** have to pay as compensation. **We** will also pay for **defence costs**.

### Loss of keys cover

We will indemnify you for sums you have to pay as compensation for your customers' financial losses following the loss of their keys or electronic passcards whilst in your possession during the period of insurance. The most **we** will pay is €50,000 any one claim.

### Motor contingent liability cover

If any party brings a claim against you for bodily injury and or property damage occurring during the period of insurance and arising from any mechanically propelled vehicle or any trailer attached to it being used in connection with your

business within the policy territories, we will indemnify you against the sums you have to pay as compensation.



#### We will not make any payment under this clause for any claim:

1. arising from any mechanically propelled vehicle or any trailer attached to it which is:
  - a. owned by you; or
  - b. loaned, leased, hired or rented to you; or
  - c. provided by you;
  - d. being driven by you;
2. for property damage to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
3. arising from the vehicle being driven by you when you do not hold a licence to drive the vehicle;
4. more specifically insured under another insurance policy.

### Overseas personal liability cover

**We** will indemnify **you** and, if **you** so request, any director, partner or employee of **yours** against legal liability as a result of **bodily injury, property damage, personal injury or denial of access incurred** in a personal capacity while temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland in connection with **your business**.



#### We will not be liable:

1. for legal liability arising out of the ownership, possession or occupation of any land or buildings; or
2. where indemnity is provided by any other insurance.

### Additional cover

#### Financial loss cover

Financial loss cover operates on a claims-made basis. This means that **we** will only provide cover for claims made against **you** and notified to us during the **period of insurance**.

**We** will indemnify **you** against the sums **you** have to pay as compensation if, during the **period of insurance**, any party brings a claim against **you** in writing for **financial loss**.

**We** will not make any payment for any claim or loss directly or indirectly due to **financial loss**:

1. sustained by any employee arising out of and in the course of employment by **you** in the **business**;
2. arising as a result of strikes, lockouts or labour disturbances in which **you** or **your** employees are involved;
3. arising from any act of fraud or dishonesty or from any insolvency or financial default;
4. arising from the passing off or the infringement of patents, copyrights, trade marks or trade names or from deceit or injurious falsehood;
5. for which an indemnity is provided by any other section of the **policy**;
6. arising from the diminution of the value of any property;
7. when **your** liability arises under a contract or agreement where the liability would
8. not have existed without the contract or agreement.

The most **we** will pay is €500,000 any one claim.

## What is not covered

### Asbestos exclusion

**We** will not cover claims caused by or arising from **asbestos risks**. This does not apply to claims arising from unintended or unexpected exposure to asbestos, asbestos fibres or materials containing asbestos.

### Defective work costs

Any costs associated with rectifying defective work other than what is specified under the defective work section of “What is covered” section.

### Claims outside the applicable courts exclusion

**We** will not cover any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

### Claims outside the policy territories exclusion

**We** will not cover any claim brought against you resulting from work you undertake in any country outside the policy territories.

### Criminal acts exclusion

**We** will not cover claims caused by or arising from your liability arising from any act of arson, theft, malicious damage, fraud, dishonesty or embezzlement, unless such an act has been carried out by an employee of yours.

### Date recognition exclusion

**We** will not cover claims caused by or arising from **Date recognition**.

### Deliberate or reckless acts by you exclusion

**We** will not cover claims caused by or arising from any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.

### Injury to employees exclusion

**We** will not cover claims caused by or arising from **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.

### Non-compensatory payments exclusion

**We** will not pay any fines and contractual penalties, punitive or exemplary damages awarded by courts outside the Republic of Ireland.

### North America exclusion

**We** will not cover claims caused by or arising from **1** any products, which to **your** knowledge, are for export, either directly or indirectly to the United States of America or Canada **2 services** in the United States of America or Canada **3** pollution or contamination of the atmosphere, land or water or any building(s) or structure, or any environmental **damage** or impairment in the United States of America or Canada.

### Overseas establishment exclusion

We will not cover claims caused by or arising from any associated or subsidiary company of yours, or any of your branch offices, or any representative of yours with power of attorney, registered, having premises or resident outside the policy territories.

### Pollution exclusion

**We** will not cover claims caused by or arising from any **pollution** unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**.

### Professional advice exclusion

**We** will not cover claims caused by or arising from designs, plans, specifications, formulae, directions or advice prepared or given by you for a fee.

### Protesters, squatters and close security exclusion

We will not cover claims for the removal of protesters or squatters, close security or body-guarding.

### Property for which you are responsible exclusion

**We** will not cover claims caused by or arising from

1. Loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
  - a. directors', partners', employees' or visitors' vehicles or effects while on **your** premises;
  - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
  - c. premises, including their contents, which are leased or rented to **you**:
    - i. unless **your** liability for the loss or damage arises under a contract which is greater than the liability **you** would have at law without the contract;

- ii. unless **your** liability arises from an agreement to maintain in force insurance against loss of or damage to the leased or rented premises or their contents;

- d. customers' property at **your** premises or in transit and in **your** care, custody or control.

2. The ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

- a. any **tool of trade**;
- b. the loading or unloading of any vehicle off the highway;
- c. any claim covered under What is covered, Motor contingent liability;
- d. **pollution** arising from the spillage of a load from a vehicle or trailer.

### Radioactive contamination exclusion

We will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

### Recall exclusion

**We** will not cover claims to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw products from sale or use.

### How much we will pay

**We** will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below or elsewhere in this section.

**We** will also pay for defence costs but we will not pay costs for any part of a claim not covered by this section. However, if a payment greater than the limit of indemnity has to be made for a claim our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid.

**You must pay the excess for each claim.**

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

**Paying out the limit of indemnity**

At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

**Special limits**

1. For claims arising from your products, the most **we** will pay is a single limit of indemnity for the total of all such claims, including any claims forming part of a series of other claims regarded as one claim under this section. **We** will also pay for **defence costs** but **we** will not pay costs for any part of a claim not covered by this section. **You** must pay the relevant **excess** shown in the schedule.
2. For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims, including any claims for **clean-up costs** and any claims forming part of a series of other claims regarded as one claim under this section. **We** will also pay for **defence costs** but **we** will not pay costs for any part of a claim not covered by this section. **You** must pay the relevant **excess** shown in the schedule.
3. The most **we** will pay for the costs to defend criminal proceedings is the amount shown in the schedule.

**Additional cover**

The most **we** will pay for all claims brought against **you** in any one **period of insurance** for **financial loss** is €500,000.

**We** will also pay for **defence costs** but **we** will not pay costs for any part of a claim not covered by this section. The **excess** for **financial loss** is €250 or 10% of the agreed settlement value of the claim, whichever is the greater.

**Section conditions**

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

**Hot works precautions condition**

The following precautions must be complied with whenever any blow lamp, blow torch, angle grinder, grinding wheels, hot air paint stripper, gas space heater, disc cutter, electric oxy- acetylene or other welding or cutting equipment is used.

1. A fire extinguisher must be kept available for immediate use.
2. All combustible materials are to be removed from the immediate vicinity of the work. Where these materials cannot be removed they should be covered with a proprietary solder mat or non-combustible blanket or screen.
3. All equipment must be lighted for as short a time as possible before use and extinguished immediately after use.
4. Lighted equipment must not be left unattended.
5. A thorough examination must be made in the vicinity of the work after the termination of each day's operations. Should **you** or **your** employees be unable to complete this examination arrangements should be made with the occupier to carry out the examination.

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

## SECTION 2

# Employers' liability

### Contents of this section

Meanings of defined terms	21
What is covered	22
What is not covered	23
How much we will pay	23
Section conditions	23

### Meanings of defined terms

These meanings apply within your Employers' liability section. If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section can be found on page 7 of this policy.

#### **Bodily injury**

Death or any bodily or mental injury or disease.

#### **Defence costs**

Costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**.

#### **Employee**

Any person working for **you** in connection with **your business** who is:

- a. employed by **you** under a contract of service or apprenticeship;
- b. hired to or borrowed by **you**;
- c. self-employed and working on a labour only basis under **your** control or supervision;
- d. engaged by labour only sub contractors;
- e. a labour master or a person supplied by him;
- f. engaged under a work experience or training scheme;
- g. a voluntary helper.

#### **Principal**

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

## What is covered

### Claims against you cover

If any **employee** brings a claim against **you** for **bodily injury** caused to them during the **period of insurance** arising out of their work for **you** within, or while working temporarily outside, the **policy territories**, **we** will indemnify you against the sums you have to pay as compensation.

The amount **we** pay will include **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

### Claims against principals cover

If, as a result of **your business**, any party brings a claim, which falls within the scope of **What is covered, Claims against you** against **your principal** and **you** are liable for that claim, **we** will treat such claim as if made against you and make the same payment to the **principal** that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

### Criminal proceedings including corporate manslaughter cover

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** provided that **bodily injury** has occurred which falls within the scope of **What is covered, Claims against you** under this section.

### Court attendance compensation cover

If any person within the definition of **you**, or any other relevant party chosen by **you** (except

expert witnesses) has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day that their attendance is required by **our** solicitor.

### Cross liability cover

Where the insured named in the schedule comprises of more than one party **we** will provide indemnity to each 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 limit of indemnity.

### Overseas Employees cover

If bodily injury is caused during the period of insurance to any person under a contract of service or apprenticeship, arising out of and in course of their employment by you in connection with the business and who is resident outside the policy territories, we will cover the amount of damages which you are legally liable to pay by a court having jurisdiction within the policy territories.



### We will not pay for any action or recovery brought or commenced:

1. for any action or recovery brought or commenced:
  - a. in a court of law outside the policy territories in connection with any workmen's
  - b. compensation or other social insurance, or arising from your failure to meet legal obligations or to pay adequate contributions for that insurance
2. where an insurance policy covering legal liability for bodily injury caused to employed persons is arranged outside the policy territories

### Unsatisfied court judgments cover

In the event of a judgment for damages obtained in any court situate in the territorial limits

- a. by an **employee**, or the personal representative of any **employee**, in respect of **bodily injury** to the **employee** caused during the **period of insurance** and arising out of and in the course of employment by **you** in **your business**; or

- b. against any company or individual operating from premises within the territorial limits

which remains unsatisfied in whole or in part six months after the date of judgment, at the request of **you**, **we** will pay to the **employee**, or their personal representative, the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- a. there is no appeal pending; and
- b. if any payment is made under this section, the **employee** or the personal representative of the **employee** shall assign the judgment to **us**.

## What is not covered

### Claims outside the applicable courts exclusion

**We** will not cover any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

### Deliberate or reckless acts exclusion

**We** will not cover claims caused by or arising from any act, breach or omission you deliberately or recklessly commit, condone or ignore.

### Offshore exclusion

**We** will not cover claims caused by or arising from any bodily injury caused to any of your employees while they are offshore. An employee is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.

### Road traffic legislation exclusion

**We** will not cover claims caused by or arising from any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.

## How much we will pay

**We** will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

### Special limits

#### Court attendance compensation

- a. For court attendances, **we** will pay the amount shown in the schedule for each day or part of a day. The most **we** will pay for the total of all court attendances is the amount shown in the schedule

#### Criminal proceedings costs

- b. **We** will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.

## Section conditions

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

### Right of recovery condition

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.

## SECTION 3

# Professional indemnity

### Contents of this section

Important information about the cover provided by this section	24
Meanings of defined terms	24
What is covered	26
Defence and settlement of claims	28
What is not covered	29
Section conditions	31

### Important information about the cover provided by this section

The cover provided by this section operates on a claims-made basis. This means that **we** will only provide cover for **claims** or **claim**

**circumstances** made against **you** and notified to **us** during the **period of insurance**. **We** will not cover any **claim** or **claim circumstance** arising from an act, error or omission that occurred before the **retroactive date**.

Conditions apply regarding when you must tell us about **claims** or **claim circumstances** and these can be found below. You should read these carefully.

### Meanings of defined terms

These meanings apply within **your** Professional Indemnity section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section.

#### **Asbestos**

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

#### **Claim(s)**

Any verbal or written demand, notice or communication from a third party

1. making an assertion for legal remedy or any other form of compensation or remedy
2. containing reference to, or serving notice of, intent to start legal proceedings
3. invoking any pre-action protocol as set under the Civil Procedure Rules and/or
4. referring to arbitration, adjudication or complaint proceedings.



### **Claim circumstance(s)**

Any incident, occurrence, fact, matter or act that **you** become aware of that might reasonably give rise to a **claim**.

### **Criminal prosecution defence costs**

Costs and expenses that **you** incur with **our** prior written consent to defend any criminal proceeding first made against **you** and notified to **us** during the **period of insurance** arising from the conduct of **your professional business**.

### **Crisis public relations costs**

Costs incurred by the crisis public relations consultants following a claim and/or investigation to prevent, limit or reduce the actual or potential damage to **your** or any insured person's reputation from negative publicity or media attention.

### **Defence costs**

All costs and expenses incurred by **us** or by **you** with **our** prior written permission relating to the investigation, defence or settlement of any **claim** against **you**, which **your policy** covers.

This does not include profit costs or remuneration or expenses paid or due to **you**.

### **Documents**

Any documents, information or data, including computer records and data or information stored magnetically or electronically, that are **your** property or are looked after by or

deposited with **you** in the ordinary course of **your professional business** and for which you are responsible. This does not include bearer bonds, coupons, stamps, bank or currency notes or negotiable instruments.

### **Employee(s)**

Any person working for you under a contract of service with you or

Any person working for you in connection with the professional business

- a. who is hired or lent to **you**
- b. who is self-employed
- c. on a voluntary basis

and who is under **your** control or supervision.

### **Excess**

The amount stated in **your** schedule, being the first amount of loss for which **you** are responsible.

### **Extended liability**

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

### **Injury**

Any death, illness, disease or sickness or any bodily, mental, psychological or emotional injury, distress or shock.

### **Limit of indemnity**

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

### **Loss**

The amount that **you** are legally liable to pay due to a **claim**, including awards of damages, awards of claimant costs and amounts that are pursuant to settlements, but not including **defence costs**.

### **Period of insurance**

Period shown in **your** schedule, inclusive of both the stated start date and end date.

### **Policy**

This document, any schedule and any **endorsements** attached or issued.

### **Professional business**

Professional services or professional advice undertaken by **you** or on **your** behalf arising directly from the activities **you** have told **us** about in the proposal and application form and appearing on **your** schedule.

### **Retroactive date**

The date from when work **you** performed is covered. This date is shown on **your** schedule.

### **Subsidiary**

A company that **you** either directly or indirectly control through holding a majority of the voting rights the right to appoint or remove a majority of its board of directors and/or sole control of,

pursuant to a written agreement with other shareholders, a majority of that company's voting rights.

### We/us/our

AXA Insurance dac

### You/your

1. The person, firm, company or organisation shown in your schedule as the insured.
2. Any person, firm, company or organisation shown in your schedule as an additional insured.
3. Any predecessor in business to any firm, company or organisation that has been disclosed to us.
4. Any person who is or has been or who becomes a director, partner, member, principal or employee, but only for work undertaken for or on behalf of any person or body referred to in 1, 2 or 3 above.
5. Any retired partner, retired director or retired member of the firm, company or organisation shown in your schedule as the insured and who remains as a consultant to any person, firm, company or organisation shown in your schedule as the insured.
6. The estate, heirs, executors, legal or personal representatives of any person referred to in 1, 2, 3, 4 or 5 above in the event of their death or incapacity.

## What is covered

We will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from

1. a breach of **your** professional duty
2. negligent misstatement or misrepresentation
3. unintentional libel, slander or defamation
4. unintentional breach of or misuse of confidentiality or any right to privacy
5. unintentional infringement of intellectual property rights including any act of passing-off (but not breach of patent)

6. any other civil liability that **you** incur.

The most **we** will pay for **loss** resulting from each claim is the **limit of indemnity**.

We will pay **defence costs** in addition to the **loss**. If the amount of **loss** exceeds the **limit of indemnity**, the most **we** will pay for **defence costs** will be an amount in the same proportion that the **limit of indemnity** has to the **loss**.

### Court attendance costs cover

In the event that any of **your** directors, partners, members, principals or **employees** are required to attend court, mediation or arbitration in connection with a **claim** that is covered by this **policy**, provided that **we** have first given **our** written consent, we will pay compensation to **you** at €300 per day or part of day for each person required to attend.

The most **we** will pay for all Court attendance costs in any one **period of insurance** is €10,000 This is in addition to the **limit of indemnity**.

### Criminal prosecutions defence costs cover

We will pay for **criminal prosecution defence costs** but only where, in **our** reasonable opinion, defending the criminal proceeding could protect **you** against a **claim** or potential **claim** that would be covered by this **policy**.

For any subsequent or concurrent civil action arising out of that criminal offence, notification of that action will be deemed to be notification of a **claim** or **claim circumstance**.

The most **we** will pay for all **criminal prosecution defence costs** in any one **period of insurance** is €250,000 or the **limit of indemnity**, whichever is the lower. This is part of and not in addition to the **limit of indemnity**.

### Crisis public relations costs cover

We will cover **your crisis public relations costs**.

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

### Dishonesty and fraud cover

We will cover **you** for any **claim** and **defence costs** arising from the conduct of **your professional business**, first made against **you** and notified to us during the **period of insurance**, for any civil liability including liability

for claimant's costs and expenses arising from dishonest or fraudulent acts or omissions by any of **your employees** who are not a principal, partner, member or director.

In the case of any **claim** arising from any dishonest or fraudulent act or omission:

1. no person committing or condoning dishonest or fraudulent acts or omissions shall be entitled to cover
2. **we** will not cover dishonest or fraudulent acts or omissions committed by any person after **you** discover, or have reasonable cause for suspicion of dishonesty or fraud on the part of that person
3. in the event of the alleged fraudulent and/or dishonest party making an admission of guilt or being found guilty of that fraud and/or dishonesty, **we** will seek a full refund of any amounts paid by **us** under this section from that fraudulent party.

Any dishonesty or fraud committed by two or more **employees** who were acting together will be regarded as one **claim**.

The most **we** will pay for **loss** resulting from each **claim** that arises out of that dishonest or fraudulent act or omission is the **limit of indemnity**.

**We** will pay **defence costs** in addition to **loss** that arises out of that dishonest or fraudulent act or omission. If that **loss** amount exceeds the **limit of indemnity**, the most **we** will pay for **defence costs** will be an amount in the same proportion that the **limit of indemnity** has to the **loss** amount.

#### Disputed fees cover

**We** will pay **you** amounts owed to **you** by **your** client where they refuse to pay for work **you** have done for them, including amounts legally owed by **you** to sub-contractors or suppliers, provided always that

1. **we** are satisfied that your client has reasonable grounds for being dissatisfied with **your** work and threatens to bring a **claim** for more than the amount owed
2. it is possible to settle the dispute by **you** agreeing not to pursue the outstanding amount, and

3. **we** consider that it will avoid a legitimate **claim** that would otherwise be covered by this **policy** for a greater amount than the amount owed to **you**.

If a **claim** still arises from the same dispute then the amount paid under this section will be deducted from the **limit of indemnity** for that subsequent **claim**.

If **you** eventually recover the debt then the amount paid by **us** must be repaid to **us** less your reasonable expenses of recovering the debt due.

The most **we** will pay for Disputed fees cover is the **limit of indemnity**.

#### Formal investigation costs cover

**We** will pay costs and expenses that **you** incur with **our** prior written approval at a properly constituted hearing, tribunal or proceeding that is covered under this **policy**, but that are not included under the meaning of **defence costs**, provided that the hearing, tribunal or proceeding

1. is first instigated against **you** and notified by **you** to **us** during the **period of insurance**, and
2. arises from the conduct of **your professional business**.

The most **we** will pay for Formal investigation costs cover in any one **period of insurance** is €25,000.

#### Joint ventures cover

**We** will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from a civil liability that **you** may become legally liable to pay and that arises whilst **you** are a member of a joint venture or consortium.

The most **we** will pay for Joint ventures cover is the **limit of indemnity**.

#### Loss of documents cover

**We** will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from the destruction, loss or damage of any **documents**.

**We** will pay reasonable costs and expenses for replacing or restoring **your** own **documents** that have been destroyed, lost or damaged in the conduct of **your professional business** provided that the destruction, loss or damage is discovered by **you** and notified to **us** during the **period of insurance**.

The most **we** will pay for Loss of documents cover is the **limit of indemnity**.

An **excess** of €500 (or the amount shown in **your** schedule if that is lower) will apply to each and every **claim** for loss of **documents**.

#### Mitigation costs cover

**We** will cover **you** for reasonable costs and expenses that **you** incur for any reasonable action **you** take to mitigate a **loss** or potential **loss** that would otherwise be the subject of a **claim** under this **policy**, provided always that

1. **you** obtain **our** prior written consent before incurring these costs and expenses, and
2. **you** prove to **our** satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential **claim**, and
3. if a **claim** still arises from the same **loss** or potential **loss** then the amount paid under this section will be deducted from the **limit of indemnity** for that subsequent **claim**.

The most **we** will pay for Mitigation costs cover is the limit of **indemnity**.

#### Subsidiary creation and acquisition cover

If, during the **period of insurance**, **you**:

1. acquire securities or voting rights in another organisation or create another organisation which, as a result of that acquisition or creation, becomes a **subsidiary** of **yours**, or
2. acquire any organisation by merger or consolidation

then that acquired or created organisation will automatically be insured under this **policy** with effect from the date of the acquisition or creation, but only with respect to the performance of **your professional business** performed after the acquisition or creation was completed.

However, if the acquired or created organisation:

1. has annual fee income or turnover, which is greater than 10% of the annual fee income **you** last declared to **us** prior to the **period of insurance**
2. has assets in the United States of America or Canada
3. provides advice or services as part of activities which are not activities described in the definition of the **professional business**
4. has ever been fined an amount of €11,500 or more or has ever been found guilty of an offence by its regulator, or
5. has ever, with regard to any given 12 month period, incurred (through judgment or settlement) total losses equaling or exceeding €100,000 or 10% of the **limit of indemnity** (whichever is less) on account of **claims** made against it in that period,

**you** will give **us** written notice of that acquisition or creation as soon as possible and also provide any additional information **we** may reasonably require. **We** will have the right to amend the terms of this **policy** including but not limited to charging an additional premium. If **you** fail to give **us** written notice of the acquisition or creation then **we** will have the right to refuse to pay any **claim** or **claim circumstance** that arises directly or indirectly in connection with that acquired or created organisation.

#### Your own loss from dishonesty cover

**We** will cover **you** for **your** direct financial loss arising from the dishonesty of your employees in the conduct of **your professional business** where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**.

The most **we** will pay for all **claims** for this cover in any one **period of insurance** is the **limit of indemnity**.

#### Defence and settlement of claims

All **claims** that come from the same act, error or omission or series of acts, errors or omissions, as a result of, or arising directly or indirectly

from the same source or original cause, will be regarded as one **claim**.

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

**We** may at any time pay the **limit of indemnity** or relevant sub-limit. **We** will then have no further liability for that **claim** or **defence costs** except those already incurred at the date of payment of the **limit of indemnity** or sub-limit.

**We** have the right, but not the obligation, to take control of any **claim** and conduct the investigation, settlement or defence in **your** name. After taking into account the commercial considerations of the costs of defence, we may choose to settle a **claim** instead of defending it.

If **we** feel it is necessary, **we** will appoint **our** adjuster, solicitor or other appropriate person to deal with a **claim**. If **you** ask **us**, **we** may agree to appoint **your** solicitor, but only if **we** are satisfied that **your** solicitor has the necessary expertise to undertake this work, only on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval.

## What is not covered

### Asbestos exclusion

**We** will not cover any **claim** directly or indirectly involving **asbestos** or allegations or concerns relating to **asbestos**.

### Associated persons or entities exclusion

**We** will not cover any **claim** brought by

1. a firm, company or organisation with a financial interest in **you** a firm, company or organisation in which
2. any of **your** partners, directors or principles have a controlling interest
3. any firm, company, organisation or individual who falls within the definition of **you**

unless the **claim** originates from a source independent of that firm, organisation or individual.

### Construction or installation exclusion

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

### Deliberate acts and omissions exclusion

**We** will not cover any **claim** arising directly or indirectly from any act, error or omission that **you** deliberately, spitefully or recklessly commit, condone or ignore.

### Directors' and officers' liabilities exclusion

**We** will not cover any **claim** made against **you** or **your** directors, officers or trustees for breach of their duties as director, officer or trustee.

### Dishonesty and fraud exclusion

**We** will not cover any **claim** directly or indirectly involving dishonesty or fraud committed by **you** other than as stated in the Dishonesty and fraud cover on page 25 and/or Your own loss from dishonesty cover.

### Distorted computer records exclusion

**We** will not cover any costs and expenses **you** incur as a result of the loss or distortion of computer records caused by

1. defects in computer equipment or electronic storage devices
2. wear, tear, vermin or gradual deterioration
3. climatic or atmospheric conditions or extremes of temperature
4. use or processing whilst mounted in or on any machine unless as a result of loss of or damage to the machine itself.

The exclusion will not apply to the Loss documents cover.

### Employment exclusion

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

**Excess exclusion**

**We** will not pay the **excess** shown in **your** schedule. The **excess** does not apply to **defence costs**, Court attendance costs cover or Formal investigation costs cover.

The **excess** applicable to Loss of documents cover is as stated under the Loss of documents cover on page 26.

**Extended liability exclusion**

**We** will not cover **extended liability**.

**Failure to duplicate data exclusion**

**We** will not cover **your** own **documents** that are stored on a computer system or in any other magnetic or electronic form unless those **documents** are duplicated on at least a daily basis, with the intention that the duplicate can be used to restore the **documents** in the event of loss or damage.

**Fines and penalties exclusion**

**We** will not cover any fines, penalties, punitive, multiple, aggravated or exemplary damages awarded against **you**.

**Goods supplied exclusion**

**We** will not cover any **claim** arising out of any product, goods or materials that **you** have supplied or used, or made arrangements to

supply or use, or the manufacture, repair, sale, installation or maintenance of any product by **you** or on **your** behalf.

**Injury exclusion**

**We** will not cover any **claim** for injury

1. to any **employee**
2. to any person who is not an **employee** unless directly arising from a breach of duty through a negligent act, error or omission by you in the course of your **professional business**.

**Insolvency exclusion**

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

**Insurance or finance arrangement exclusion**

**We** will not cover any **claim** arising from **your** failure to arrange and/or maintain insurance and/or finance.

**Internet activity exclusion**

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

1. the management of financial transactions
2. obscene, blasphemous or pornographic materials on the internet.

**North American jurisdiction exclusion**

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

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

**Patent exclusion**

**We** will not cover any **claim** arising out of any infringement of any patent.

**Personnel supplied by you exclusion**

**We** will not cover any **claim** arising from the work of any personnel supplied by **you** to a client, unless **you** have breached a duty of care in supplying them.

**Personal liabilities exclusion**

**We** will not pay any **claim** arising from and/or personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your business**, or a breach of any fiduciary duty, other than when performing **your professional business** for a client, or any statement, representation or information concerning you contained in **your** accounts, reports or financial statements.

**Previous claims exclusion**

**We** will not cover any **claim**

1. that has been notified under any other policy before the start of this policy
2. that you were aware of or should have been aware of before the start of this policy.

**Property damage exclusion**

**We** will not cover any **claim** for loss of or damage to property unless arising directly from a breach of duty through a negligent act, error or omission by **you** in the course of **your professional business**.

**Property ownership exclusion**

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

**Radioactive contamination exclusion**

**We** will not cover any **claim** arising directly or indirectly from

1. ionising radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

**Retroactive date exclusion**

**We** will not cover any **claim** arising from the performance of **your professional business** carried out before the **retroactive date** shown in **your** schedule.

**Survey exclusion**

**We** will not cover any **claim** arising from the conduct of **your professional business** where **you** undertake any survey of physical property other than work normally undertaken as per your business description.

**Taxation, competition or restraint of trade exclusion**

**We** will not cover any **claim** arising directly or indirectly from the breach of any taxation,

competition, restraint of trade or anti-trust legislation or regulation.

**Trading losses exclusion**

**We** will not cover any **claim** arising out of trading losses or trading liabilities incurred by you or any of your businesses.

**Section conditions**

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

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

**Admission of liability condition**

In the event of a **claim** or discovery of a **claim circumstance**, **you** must not

1. admit liability
2. incur any **defence costs**
3. make any offers of settlement
4. otherwise prejudice the conduct of defence or settlement of that **claim** or **claim circumstance**

without first obtaining **our** written approval. This applies regardless of any complaints handling procedure or if the amount in dispute is less than **your excess**.

**Breach of Claim notification condition or Claim circumstance condition**

If **you** do not comply with the Claim notification condition or the Claim circumstance condition and where the **claim** or **claim circumstance** would otherwise be covered by this **policy**, **we** will not refuse to pay the **claim** provided:

1. **you** tell **us** in writing about the **claim** or **claim circumstance** during the period of insurance and;

2. **you** can satisfy **us** that **you** had no intention to deceive or mislead.

If, however, this affects **our** ability to handle or settle a **claim** or **claim circumstance**, **we** will reduce the amount **we** pay to the figure **we** reasonably believe would have been payable had **our** ability to handle or settle it not been affected. This does not affect any other condition in this **policy**.

#### Change in risk condition

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

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

**Your policy** will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

**We** do not have to accept any request to vary **your policy**. If **you** wish to make any alteration to **your policy you** must disclose any change to the information **you** previously provided

or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

#### Claim circumstance condition

**You** must tell **us** in writing as soon as possible within the **period of insurance** about **claim circumstances**.

When telling **us** about **claim circumstances**, **you** must give to **us** full details including but not limited to

1. a description of the **claim circumstance**
2. the nature of the alleged act, error or omission leading to the **claim circumstance** and the date it was committed
3. the nature of the alleged damage

4. the names of the actual or potential claimants and defendants, and
5. the manner in which **you** first became aware of the **claim circumstance**.

If **claim circumstances** that relate to work **you** performed after the **retroactive date** and within the **period of insurance** lead to a **claim** after the **period of insurance** has ended, that **claim** will be deemed to have been made against **you** during the **period of insurance**, provided that **you** told **us** in accordance with the requirements of this condition.

#### Claim control and co-operation condition

**You** must give **us** all information and assistance that **we** reasonably require and that is in **your** power to provide.

**You** must co-operate with **us** and anyone appointed on **our** behalf by

1. providing any information, assistance, signed statements or depositions as **we** may require to comply with any Civil Procedure Rules, Practice directions and Pre-Action Protocols as may be issued
2. assisting to present the best possible defence to a **claim**
3. ensuring access to any information that **we** or **our** representatives may require in the defence of a **claim** or the investigation of any **claim circumstance**, whether or not that information may be privileged
4. provide **us** with any and all information that will allow **us** to determine **our** liability under this **policy**
5. making payment on demand of **your excess** in order to comply with the terms of any settlement **we** have agreed
6. providing any information, assistance, signed statements or depositions as **we** may require to exercise our rights of subrogation
7. ensuring that all documents of any description relevant to any **claim** or **claim circumstance** are preserved and complete.

#### Claim notification condition

**You** must tell **us** in writing as soon as possible within the **period of insurance** about any **claim**



against **you** irrespective of **your** views as to the validity of that **claim**.

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

#### Dishonesty and fraud condition

**You** must tell **us** as soon as possible within the **period of insurance** of the discovery of any dishonest or fraudulent act or omission or of any reasonable suspicion that an **employee** has acted dishonestly or fraudulently.

#### Expiry of period of insurance condition

If **you** become aware of a **claim** or **claim circumstances** in the seven days immediately before the end of the **period of insurance** but, in **our** reasonable opinion, **you** are unable to tell **us** before the end of the **period of insurance**, **we** will allow **you** an additional seven days immediately after the **period of insurance** to tell **us**.

#### Fraud condition

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

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

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

**We** will

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

**We** may also inform the An Garda Síochána of the circumstances.

#### Instalments condition

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

If a **claim** or **claim circumstance** has been notified to **us** during the current **period of insurance**, the annual premium remains due in full.

#### Non-disclosure and misrepresentation condition

**You** have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal.

If **you** fail to comply with this duty then

1. If **we** can demonstrate that the failure to make a fair presentation of the risk was deliberate **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premiums, or
2. If the failure to make a fair presentation of the risk was not deliberate and **we** would not have provided cover or **we** would have issued cover on different terms had **you** made a fair presentation, then **we** will not use **our** right to void **your policy** or to reduce the amount **we** will pay for a **claim**, but **we** can charge a reasonable additional premium in light of any prejudice caused to **us** by **your** failure to comply with that duty. Any such additional premium will not be more than the reduction in the amount of the **claim** payment that the law would have entitled **us** to apply.
3. Where **we** elect to apply one of the above then
  - a. if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal
  - b. **we** will apply additional premium calculated by reference to the premium that would have been charged and this will apply from the start of the **policy**, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.
4. In the case of a **claim** first made against **you** during the **period of insurance** where:
  - a. **you** had previous knowledge of the circumstances relating to that **claim**, and

- b. **you** should have notified that **claim** under any preceding **policy** but did not do so,

if the indemnity or cover under **your policy** is greater or wider in scope than the preceding policy (whether insured by **us** or not), **we** will only cover **you** to the amount and extent as would have been provided by the preceding **policy**.

**You** must not enter into any contract or other agreement that restricts **your** rights of recovery in respect of any **claim** that may be covered by this **policy**.

#### Other insurance condition

If a **claim** is made under this **policy** and there is other insurance cover under which **you** are, or would be but for this **policy**, entitled to have a **claim** paid, **we** will not pay the **claim** or **defence costs** except for any amount over and above the amount payable by the other insurance policy or policies.

#### Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any **claim** or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the Republic of Ireland, United Kingdom, European Union, United States of America or any other territory.

#### Subrogation (our rights) condition

**We** will be entitled to undertake in **your** name or on **your** behalf steps to enforce rights against any other party before or after any payment is made by **us**.

**We** will not exercise any right of subrogation against any present or former **employee** unless **we** have made payment brought about or contributed to by any dishonest, fraudulent or malicious act or omission of that present or former **employee**, or if the present or former **employee** conspired to commit or condone any such dishonest, fraudulent or malicious act or omission.

## **SECTION 4**

# **Property definitions**

### **Contents of this section**

Meanings of defined terms	35
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### **Meanings of defined terms**

These meanings apply within all **your** property sections. If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in property sections. The meaning of defined terms that apply throughout **your policy**, and not just **your** property sections can be found on page 7 of **your policy**.

#### **Amount insured**

The most **we** will pay as shown in the schedule. Unless **we** say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after **we** pay a loss provided **you** carry out **our** recommendations to prevent further loss or damage.

#### **Business premises**

The space **you** occupy at the premises shown in the schedule located in a building built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other noncombustible material. This includes any outbuildings you occupy on the same premises.

#### **Damage**

Accidental loss or destruction or damage caused by a **defined peril**.

## SECTION 5

# Property – portable tools and equipment

Contents of this section	
Meanings of defined terms	36
What is covered	36
What is not covered	37
How much we will pay	38
Section conditions	38

### Meanings of defined terms

These meanings apply within **your** Property – portable tools and equipment section. If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy** or all property sections, and not just this section can be found on page 7 and 34 of **your policy**.

### **Tools and equipment**

Only the following tools and equipment used in connection with the **business** which belong to **you** or for which **you** are legally responsible:

- a. plant and machinery;
- b. hand tools and portable power tools;
- c. laptops, PDAs and mobile phones;
- d. hired-in plant and machinery;
- e. stock, samples and goods held in trust.

### What is covered

**We** will insure **you** against **damage** occurring during the **period of insurance** to **tools and equipment**:

- a. contained in **your business premises** (other than stock, samples and goods held in trust);
- b. being used by **you** at a contract site or while in transit between **your business premises** and a contract site within the **policy territories**.

### **Additional cover**

**We** will also pay for:

### **Continuing hire charges cover**

Loss of hiring charges for which **you** are responsible under conditions of hire arising

directly from **damage to tools and equipment** insured under this section. The most **we** will pay in any one **period of insurance** is shown in the schedule.

#### Debris removal cover

The necessary and reasonable costs and expenses **you** incur to remove debris of **tools and equipment** from **your business premises**, the contract site or the area immediately adjacent, following **damage** insured by this section. The most **we** will pay in any one **period of insurance** is shown in the schedule.

### What is not covered

#### Exclusions

**We** will not make any payment for:

1. **damage** caused by:
    - a. wear and tear, inherent defect, modification or flavour colour or structure, corrosion, damage due to dust or humidity or caused by rot, fungus, mould, vermin or infestation, or any gradually operating cause;
    - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
    - c. coastal or river erosion;
    - d. a rise in the water table;
    - e. the explosion caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus used for non domestic purposes where internal pressure is due to steam only and belonging to or under **your** control;
    - f. theft from an unattended vehicle unless the item is out of sight in a locked boot or locked load area of a commercial vehicle;
    - g. theft of portable **tools and equipment** whilst unattended at **your business premises** or a contract site unless involving violent or forcible entry into or exit from a securely locked building;
    - h. theft of non-portable **tools and equipment** whilst unattended at your **business premises** or a contract site unless all security measures on the item are fully operative;
  - i. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** is occupied and in use;
  - j. **date recognition**;
  - k. storm, flood, wind, rain, hail, sleet, snow, dust or theft to portable tools and equipment or any other movable property in the open.
2. **damage to tools and equipment** being cleaned, worked on or maintained.
  3. loss or distortion of information resulting from the error or malfunction of computers.
  4. the value to **you** of any lost or distorted information.
  5. **damage to tools and equipment** directly resulting from their own breakdown, explosion or collapse.
  6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
  7. unexplained loss or disappearance or inventory shortage.
  8. loss due to clerical or accounting errors.
  9. loss by acts of fraud or dishonesty by **your** employees or any partner, director or member of **your** family, but **we** will cover subsequent damage which results from a **defined peril** covered by this section.
  10. financial loss due to **your** parting with title or possession of **tools and equipment** or rights to **tools and equipment** prior to receiving payment in full.
  11. any indirect losses which result from the incident which caused **you** to claim.
  12. pollution or contamination except **damage** to insured property which is not otherwise excluded and which is caused by:
    - a. pollution or contamination which itself results from insured **damage** covered under this section; or

- b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
13. any losses, damage, costs or expense of any kind for bodily injury.
  14. Loss or damage occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority or any Local Authority
  15. damage which results from acts of fraud or dishonesty by you, your employees or any other person who is responsible for the property or results from voluntarily parting with title or possession of any property as a result of a fraudulent scheme, trick, device or false claim. But we will cover subsequent damage which itself results from an insured contingency covered elsewhere in this section.
  16. any penalties or fines incurred by you except consecutive from a material damage.
  17. the amount of the **excess**.

#### Radioactive contamination exclusion

We will not make any payment for damage, or any other loss or expense resulting or arising from **damage** to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

#### How much we will pay

We will pay up to the **amount insured** shown in the schedule unless limited below.

#### Other interests

Any payment will take into account the interest of any party having an insurable interest in the tools and equipment insured, provided **you**

have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

#### Pair and sets

If any item of **tools and equipment** that has an increased value because it forms part of a set suffers **damage**, any payment **we** make will take account of the increased value.

#### Repair and replacement

At **our** option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **your** own **tools and equipment**, the cost of repair or replacement as new;
2. for hired in **tools and equipment**, the contractual value as specified in a standard hire contract or the market value whichever is less.

#### Under insurance

If, at the time of damage, the amount insured is less than 85% of the total value of the tools and equipment, the amount **we** pay will be reduced in the same proportion as the under insurance.

#### Section conditions

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

#### Building works condition

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than €57,000 **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may then amend the terms of this **policy**.

**You** do not have to tell us if the work is for redecoration only.

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

#### Hiring in equipment condition

When hiring in tools and equipment you must complete an inventory check and inspect all items for damage prior to acceptance and agree a schedule of any damage with the hire company before taking charge of the tools and equipment. Upon returning the tools and equipment to the hire company **you** must only return the tools and equipment to persons authorised within the hire company to accept their return.

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

#### Protections condition

**You** must ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the business premises are left unattended. **You** must also advise us as soon as reasonably possible if for any reason a system is not working properly. **We** may then change the terms and conditions of this policy. All systems must be regularly serviced under contract by a reputable company at least annually.

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

#### Unoccupancy condition

**You** must tell **us** immediately if the **business premises** will be left unoccupied or will not be used for more than 30 consecutive days. If **you** do not, **we** will not make any payment for **damage** occurring while the **business premises** are unoccupied. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

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

## SECTION 6

# Property – contents

Contents of this section	
Meanings of defined terms	40
What is covered	41
What is not covered	42
How much we will pay	43
Section conditions	44

### Meanings of defined terms

These meanings apply within **your** Property – contents section. If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy** or all property sections, and not just this section can be found on page 7 and 34 of **your policy**.

### Contents

The contents of **your business premises** used in connection with the business which belong to **you** or for which **you** are legally responsible, including:

- a. documents, briefs, manuscripts, plans, business books, **computer systems** records and programs;
- b. goods held in trust, stock and samples;
- c. computers and ancillary equipment;
- d. plant, machinery, tools and equipment;
- e. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;
- f. heating oil for the **business premises** contained in fixed tanks in the open at the premises;
- g. tenant's improvements, decorations, fixtures and fittings including, if attached to the building, external signs, aerials and satellite dishes;
- h. pipes, ducting, cables, wires and associated control equipment at the premises and extending to the public mains.

**Money** and personal effects are not included within this definition.



## Money

Cash, bank and currency notes, cheques, travelers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travelers tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to you.

## What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to:

- a. **contents** contained in the **business premises**;
- b. **contents** used and kept at the home of any partner, director or employee of **yours** for the purposes of the **business**;
- c. **contents**, other than goods held in trust, stock, samples, laptops, mobile phones and other portable tools and equipment, temporarily elsewhere, including while in transit within the **policy territories** and at a trade exhibition within the United Kingdom or Republic of Ireland.

### Additional cover

We will also pay for:

#### Additions to contents cover

**Damage** occurring during the **period of insurance** to any additional **contents**, provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

#### Building damage by theft cover

The cost of repairing **damage** occurring during the **period of insurance** to the **business premises** buildings caused by theft or attempted theft and for which **you** are legally liable.

#### Glass breakage cover

The necessary and reasonable costs **you** incur following breakage or scratching during the **period of insurance** of glass, which belongs to **you** or for which **you** are responsible, for:

- a. temporary boarding-up;
- b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;
- c. replacement lettering or other ornamental work and alarm foil on glass.

#### Lock replacement cover

The costs **you** incur to replace locks and keys necessary to maintain the security of the **business premises** or safes at the **business premises** following theft of keys involving force and violence occurring during the **period of insurance**.

#### Money cover

**Damage** occurring during the **period of insurance** to **money** held in connection with the **business**:

- a. in the **business premises** while open for business or in a locked safe;
- b. in transit within the **policy territories** or at the home of any partner, director or employee of **yours**.

#### Personal assault following robbery or attempted robbery cover

Compensation as shown in the schedule if any partner, director or employee of **yours** is physically injured in the course of **your business** in a robbery or attempted robbery occurring during the **period of insurance** either at the **business premises** or within the **policy territories** and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the **period of insurance**.

#### Personal effects cover

**Damage** occurring during the **period of insurance** to the personal belongings of **your** employees or visitors whilst at the **business premises** provided they are not insured elsewhere.

#### Rent payable cover

The amount of any rent for the **business premises** that **you** must pay for any period during which the **business premises** or any part of it is unusable as a result of **damage** insured by this section.

### Unauthorised use of telephones cover

Loss due to unauthorised use of telephones from within **your business premises** during the **period of insurance** by anyone other than **your** employees.

### What is not covered

#### Exclusions

**We** will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by storm or fire;
  - c. coastal or river erosion;
  - d. a rise in the water table;
  - e. theft from an unattended vehicle unless the item is out of sight in a locked boot or locked load area of a commercial vehicle;
  - f. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** is occupied and in use;
  - g. storm, flood, wind, rain, hail, sleet, snow, dust or theft to contents or any other movable property in the open;
  - h. **date recognition**.
2. **damage** to property being cleaned, worked on or maintained.
3. loss, destruction or distortion of information resulting from computer error or malfunction.
4. the value to **you** of any lost, destroyed or distorted information.
5. **damage** to any electrical or mechanical plant or equipment (other than **business premises** computers and ancillary equipment) directly resulting from its own breakdown, explosion or collapse.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. any indirect losses which result from the incident which caused **you** to claim.
10. pollution or contamination except **damage** to insured property which is not otherwise excluded and which is caused by:
  - a. pollution or contamination which itself results from insured **damage** covered under this section; or
  - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
11. loss by acts of fraud or dishonesty by **your** employees or any partner, director or member of **your** family, but **we** will cover subsequent damage which results from a **defined peril** covered by this section.
12. any losses, damage, costs or expense of any kind for bodily injury.
13. loss or damage occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority or any Local Authority
14. damage which results from acts of fraud or dishonesty by you, your employees or any other person who is responsible for the property or results from voluntarily parting with title or possession of any property as a result of a fraudulent scheme, trick, device or false claim. But we will cover subsequent damage which itself results from an insured contingency covered elsewhere in this section.
15. any penalties or fines incurred by you except consecutive from a material damage.
16. the costs and expenses for repair or replacement of any defective materials or undamaged items.

### Radioactive contamination exclusion

**We** will not make any payment for damage or any other loss or expense resulting or arising from **damage** to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect. In any action, lawsuit or other proceedings or where we state that any loss, damage, cost or expense is not covered by this Section it will be your responsibility to prove that they are covered.

### How much we will pay

**We** will pay up to the amount insured shown in the schedule unless limited below.

#### Debris removal

**We** will pay the necessary and reasonable costs and expenses **you** incur to remove debris of contents from the premises or the area immediately adjacent, following damage insured by this section.

#### Index linking

The amount insured for contents will be adjusted monthly in line with any increase in nationally published indices. **We** will not reduce the amount insured without **your** consent.

#### Other interests

Any payment will take into account the interest of any party having an insurable interest in the contents insured, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

### Pairs and sets

If any contents which have an increased value because they form part of a pair or set suffers damage any payment we make will take account of the increased value.

### Personal assault following robbery or attempted robbery

**We** will not pay compensation under more than one heading in the schedule for the same injury. Repair and replacement

At **our** option we will repair, replace or pay for any lost or damaged items on the following basis:

1. for contents other than goods held in trust, stock and samples, the cost of repair or replacement as new;
2. for personal effects, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss;
3. for stock and samples other than second-hand stock, the cost of repair or replacement at the cost price to **you**;
4. for second-hand stock, the cost of repair or replacement at the trade market value;
5. for goods held in trust, the lesser of:
  - a. **your** liability in respect of the goods held in trust;
  - b. the cost of repair or replacement at the trade market value of such goods.

### Under insurance

If, at the time of **damage**, the **amount insured** is less than 85% of the total value of the **contents**, the amount **we** pay will be reduced in the same proportion as the under insurance.

## Section conditions

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

### Backing up electronic data condition

**You** must take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the **business premises**.

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

### Building works condition

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the buildings and the estimated cost is more than €57,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may then amend the terms of this **policy**.

**You** do not have to tell us if the work is for redecoration only.

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

### Computer breakdown condition

Computers and ancillary equipment must be subject to a manufacturer's guarantee or a maintenance contract providing free parts and labour in the event of breakdown.

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

### Protections condition

**You** must ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the business premises are left unattended. **You** must also advise us as soon as reasonably possible if for any reason a system is not working properly. **We**

may then vary the terms and conditions of this policy. All systems must be regularly serviced under contract by a reputable company at least annually.

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

## SECTION 7

# Property – Buildings

Contents of this section	
Meanings of defined terms	45
What is covered	45
What is not covered	46
How much we will pay	47
Section conditions	48

### Meanings of defined terms

These meanings apply within **your** Property – Buildings section. If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy** or all property sections, and not just this section can be found on page 7 and 34 of **your policy**.

### Buildings

The buildings, including outbuildings and annexes, at the premises shown in the schedule, which belong to **you** or for which **you** are legally responsible, including:

- a. landlord's fixtures and fittings, fixed fuel tanks;
- b. walls, gates and fences, car parks, yards, private roads, pavements and paths, at the premises;
- c. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.

The land at the premises is not included within this definition.

### What is covered

**We** will insure **you** against **damage** to the **buildings** occurring during the **period of insurance**.

#### Additional cover

##### Additions to buildings cover

**We** will pay for **damage** to any additions or improvements to the **buildings** after they are complete and become **your** responsibility, provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

### Emergency services cover

**We** will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which **you** are liable following **damage** to the **buildings** not otherwise excluded.

### Inadvertent omissions cover

Having notified **us** of the intention to insure all property in which **you** have an interest in and it being **your** understanding that all property is accounted for, if any such property is found to have been omitted, **we** will deem it to be insured within the terms of this **policy**. This is subject to payment of the appropriate premium either from **policy** inception or from the date which **you** became legally responsible for such property.

### Loss prevention costs cover

**We** will pay the reasonable and necessary costs **you** incur to protect the **buildings** at the insured locations from imminent insured **damage**.

### Metered water and fuel cover

**We** will pay the cost to **you** to replace any metered water and fuel that is used in **your business** when such water or fuel has been released or rendered unusable for its intended purpose as a direct result of damage to any tank, equipment or piping resulting from a cause not otherwise excluded.

### Selling the buildings cover

If **you** are selling the **buildings**, this **policy** will cover the **buildings** for the buyer from the time **you** exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this **policy**.

### Trace and access cover

**We** will pay for the necessary and reasonable costs **you** incur with **our** consent to locate any **damage** to cables, underground pipes and drains, or the source of a gas leak or of any escape of water from permanent internal plumbing, and to make good any subsequent **damage**.

### Trees, shrubs and plants cover

**We** will pay for **damage** to trees, shrubs or plants at **your business** premises which are owned by **you** or for which **you** are legally responsible as a result of fire or explosion.

### Undamaged tenants improvements and betterments cover

**We** will pay the value, up to the amount shown in the schedule, of tenants improvements and betterments when **your** lease is cancelled by the lessor and by a valid condition of **your** lease, as a consequence of **damage** to **buildings**.

## What is not covered

### Exclusions

**We** will not make any payment for:

1. **Damage** caused by:
  - a. wear and tear, inherent defect, modification or flavour colour or structure, corrosion, damage due to dust or humidity or caused by rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. normal settlement or bedding down of new structures;
  - c. settlement or movement of made up ground;
  - d. coastal or river erosion;
  - e. collapse or cracking, other than **damage** to the main building resulting from subsidence, ground heave or landslip;

- f. subsidence, ground heave or landslip:
    - i. to walls, gates and fences, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time;
    - ii. to solid floors unless the walls are physically damaged at the same time;
  - g. demolition, building work or groundwork on the premises;
  - h. a rise in the watertable;
  - i. pressure waves caused by aircraft or other aerial devices traveling at supersonic speeds;
  - j. storm, flood, wind, rain, hail, sleet, snow, dust or theft to boundary walls, gates, fences or any other movable property in the open;
  - k. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the building is occupied and in use;
  - l. **date recognition**.
2. **damage** to any electrical or mechanical plant or equipment directly resulting from its own breakdown, explosion or collapse.
  3. misuse, faulty workmanship, defective design or the use of faulty materials.
  4. the cost of maintenance or routine redecoration.
  5. any indirect losses which result from the incident which caused **you** to claim.
  6. pollution or contamination except **damage** to insured property which is not otherwise excluded and which is caused by:
    - a. pollution or contamination which itself results from insured **damage** covered under this section, or
    - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
  7. any losses, damage, costs or expense of any kind for bodily injury.
  8. loss or damage occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority or any Local Authority
  9. damage which results from acts of fraud or dishonesty by you, your employees or any other person who is responsible for the property or results from voluntarily parting with title or possession of any property as a result of a fraudulent scheme, trick, device or false claim. But we will cover subsequent damage which itself results from an insured contingency covered elsewhere in this section.
  10. any penalties or fines incurred by you except consecutive from a material damage.
  11. the costs and expenses for repair or replacement of any defective materials or undamaged items.
  12. the amount of the **excess**.
- Radioactive contamination exclusion**
- We** will not make any payment for damage, or any other loss or expense resulting or arising from **damage** to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from
1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.
- How much we will pay**
- We** will pay up to the amount insured unless limited below or in the schedule, but **we** will not pay more than the amount insured in total for the cost of rebuilding or repair and other costs combined.
- Index linking**
- The amount insured for buildings will be adjusted monthly in line with any change in nationally published indices. **We** will not reduce the amount insured without your consent.

### Other costs

We will pay the following necessary and reasonable costs and expenses you incur in rebuilding or repairing following damage insured by this section:

- a. The cost of removing debris of the buildings from the premises or the area immediately adjacent;
- b. The cost of dismantling, demolishing, shoring up or propping up any part of the **buildings**;
- c. The cost of complying with any statutory or local authority requirement regarding the damaged part of the **buildings**, unless notice of such requirement was served before the **damage** and provided the **buildings** were originally built according to any government and local authority regulations in force at that time.
- d. The fees of architects, surveyors or consulting engineers.
- e. Clearing, cleaning and repairing drains, gutters, sewers and the like on **your** property which are blocked or damaged.

**We** will not pay for the cost of preparing a claim.

### Rebuilding and repair

**We** will pay the cost of rebuilding or repairing the **buildings** to a condition equal to but not better or more extensive than its condition when new, provided **you** carry out the rebuilding or repair and do so without unreasonable delay.

### Special rebuilding

**You** may rebuild or replace **buildings** which are totally destroyed in any manner suitable to **your** requirements and/or on another site provided this does not increase the cost.

### Under insurance

If, at the time of **damage**, the **amount insured** is less than 85% of the total rebuilding cost of the **buildings** including an allowance for additional costs, the amount **we** pay will be reduced in the same proportion as the under insurance.

### Section conditions

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

#### Subsidence condition

**You** must tell **us** as soon as **you** become aware of demolition, building work or groundwork being carried out on any adjoining site. **We** may then vary the terms of this section or cancel the cover.

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

#### Workmen's condition

Workmen are permitted in or about any of the buildings for the purposes of carrying out minor alterations, repairs, decoration and maintenance without invalidating this insurance.



## SECTION 8

# Property – business interruption

Contents of this section	
Meanings of defined terms	49
What is covered	50
What is not covered	52
How much we will pay	52
Section conditions	53

Please read the schedule to see if **your** loss of **income** or **loss of gross profit** and **additional expenses** are covered.

### Meanings of defined terms

These meanings apply within **your** Property – business interruption section. If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy** or all property sections, and not just this section can be found on page 7 and 34 of **your policy**.

#### Income

The total income of the **business** carried out from **your business premises**.

#### Indemnity period

The period beginning at the date of the **insured damage**, or the date the restriction is imposed, and lasting for the period during which **your income** is affected as a result of such **insured damage** or restriction, but for no longer than the number of months shown in the schedule.

#### Insured damage

**Damage** caused by a **defined peril** to property provided that:

1. the damage is not otherwise excluded by the Buildings or Contents section of this policy; and
2. payment has been made or liability admitted by the insurer under any insurance covering such damage.

#### Specified working expenses

Purchases less applicable discounts, and bad debts.

## What is covered

We will insure **you** for **your** loss of income or **loss of gross profit** and **additional expenses**, as specified in the schedule, resulting solely and directly from an interruption to **your business** caused by **insured damage** to **your buildings** or **contents** or to any other property used by **you** at the **business premises**.

### Additional cover

We will also insure **you** for **your** loss of

**income** or **loss of gross profit** and **additional expenses** up to the limit stated in the schedule as applicable resulting solely and directly from an interruption to **your business** caused by the following:

### Denial of access cover

Where access to **your premises** is prevented by a local or public authority due to imminent threat to of damage **your premises** as a result of **damage** to property within a 1 mile radius of **your premises** and where this **damage** was caused by a **defined peril** covered by the property sections of this **policy we** will cover **you** for loss insured by this section for interference or interruption whether **your premises** or **your property** suffers **damage** or not. **We** will not cover loss, destruction or **damage** to property or any supply undertaking from which **you** obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of these services.

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

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

### Contract sites cover

**Insured damage** at the premises or sites of any of **your** customers in the Republic of Ireland with whom at the time of the **damage you** have agreed under contract or trading relationship to supply goods or services, up to a maximum of €15,000 any one claim;

### Murder suicide or disease cover

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

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

Acute Encephalitis

Acute Poliomyelitis

Anthrax

Chicken Pox

Diphtheria

Dysentery

Legionellosis

Legionnaires' Disease

Malaria

Measles

Meningococcal Infection

Mumps

Ophthalmia Neonatorum

Paratyphoid fever

Bubonic, Septicemic & Pneumonic Plague

Rabies

Rubella

Tetanus

Tuberculosis

Typhoid Fever

Whooping Cough

Yellow Fever

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

We will not cover any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured. Notwithstanding any other provision within this cover, we will not cover any disease or incident that the World Health Organization declares as a public health emergency of international concern or notes as a pandemic .

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

- (i) the compulsory closing of the whole or part of the **premises** (in relation to clause 1 of this cover)
- (ii) the discovery of murder or suicide (in relation to clause 2 of this cover)
- (iii) the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
- (iv) the order of the public authority (in relation to clause 4 of this cover).

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

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

#### Public utilities cover

After the application of all other terms and conditions of the section we will cover you for the costs associated with any of the circumstances below.

The accidental failure of

1. the public electricity supply at your suppliers land based generating station or sub station
2. the public gas supply at your suppliers land based premises
3. the public water supply at your suppliers land based waterworks or pumping station
4. the public telecommunications services at your suppliers land based premises but we will not cover a any failure
  - (i) which does not involve a cessation of supply for at least 24 hours
  - (ii) that does not result from damage caused by a contingency noted in the material damage section
5. loss resulting from failure caused by
  - (i) the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
  - (ii) strikes or any labour or trade dispute
  - (iii) atmospheric or weather conditions, but we will cover failure due to damage to equipment caused by these conditions.

In any action, lawsuit or other proceedings or where we allege that any loss resulting from damage is not covered by this section, it will be your responsibility to prove that they are covered. The maximum indemnity period for any one period of insurance under this cover shall not exceed 12 weeks commencing from the date of the damage. Our liability for any one period of insurance will not exceed €15,000.

### Suppliers cover

**Insured damage** at the premises of one of **your** suppliers operating and based in the European Union, other than water, gas, electricity or telecommunications services, up to a maximum of €15,000 any one claim.

### What is not covered

#### Radioactive contamination exclusion

**We** will not make any payment for damage, or any other loss or expense resulting or arising from **damage** to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

### How much we will pay

**We** will pay up to the **amount insured** shown in the schedule for each of the following items, unless limited below.

If **you** are accountable to the tax authorities for Value Added Tax, the amount **we** pay will be exclusive of such tax.

The amount **we** pay for each item will be calculated as follows:

### Accountant's charges

The amount **we** will pay for loss of **income**, or **loss of gross profit** if applicable, includes the reasonable charges **you** pay to **your** professional accountant for producing information **we** require in support of a request for settlement under this section.

### Additional expenses

The necessary and reasonable additional costs and expenses **you** incur in order to continue **your business** during the **indemnity period**.

### Loss of gross profit

The amount by which the sum of **your income** and **your** closing stock and work in progress exceeds the sum of **your** opening stock, work in progress and **specified working expenses**.

### Loss of income

The difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**.

### Outstanding debts

Any of **your** outstanding debts which **you** are unable to recover as a direct result of **insured damage** to **your** accounting records.

### Special limit for additional covers

Where one of the additional covers applies, **we** will not pay more than the amount shown in the schedule for that additional cover

## Section conditions

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

### **Outstanding debts condition**

**You** must keep a record of all amounts owed to you and keep a copy of the record away from the business premises.

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

### **Property insurance condition**

At the time of damage to property **you** own or are legally responsible for, **you** must have property insurance in force covering the **damage** and payment has been made, or liability admitted, under that insurance for the **damage**.

With regard to breakdown damage to computers and ancillary equipment, **you** must have in force a manufacturer's guarantee or a maintenance contract providing free parts and labour in the event of breakdown.

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

# Making a complaint

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

This is our complaints process to help you.

- ▶ For a complaint about your policy, contact your Broker or local AXA insurance branch.
- ▶ For a complaint about your claim, contact our claims action line on 1890 24 7 365

**If we cannot sort out your complaint, you can contact our Customer Care Department on 1890 211 850 or:**

- ▶ email [axacustomer@axa.ie](mailto:axacustomer@axa.ie); or
- ▶ Write to AXA Insurance, Customer Care, Freepost, Dublin 1.

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

Financial Services and Pensions Ombudsman,  
Lincoln House, Lincoln Place,  
Dublin D02 VH29.

Tel: +353 1 567 7000.

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

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

## **Our promise to you**

- ▶ We will reply to your complaint within five days.
- ▶ We will investigate your complaint.
- ▶ We will keep you informed of progress.
- ▶ We will do everything possible to sort out your complaint.
- ▶ We will use feedback from you to improve our service.





## We're here to help.

If you have any questions contact your Broker

For help with claims, ring us on

**+353 (1) 858 3233**

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