

# Residential Property Owners **Insurance**

## **Important Information**

Please read and keep safe



# Introduction

Thank You for choosing Us as Your insurer.

This is Your Residential Property Owners policy, setting out Your insurance protection in detail.

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

Your premium has been based upon the information shown in the policy Schedule and recorded in Your statement of fact. If after reading Your policy You have any questions, please contact Your insurance adviser.

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## Contents

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

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# Useful Telephone Numbers

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**Claims Helpline (24 hours)****1890 555 888**

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

Please have your policy number ready.

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**Commercial Legal Helpline****1850 200 826**

We will give You confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Please have your policy number ready.

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**Telephone Call Recording**

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

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# Complaints Procedure

## Our Promise of Service

We aim to give excellent service to all Our customers; however, We recognise that things may occasionally go wrong. We will do Our best to deal with Your complaint as effectively and quickly as possible. If You arranged Your cover through an agent or adviser, please send Your complaint to them.

## What to do should You be dissatisfied

If Your complaint is not sorted out to Your satisfaction, please contact:

Aviva Insurance Ireland DAC at 1850 666 555.

E-mail: [fastirlnb@aviva.ie](mailto:fastirlnb@aviva.ie)

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

**Insurance Ireland** at Insurance Centre,  
5 Harbourmaster Place, IFSC, Dublin 1,  
D01 E7E8

Phone: 01 676 1914

Fax: 01 676 1943

E-mail: [iis@insuranceireland.eu](mailto:iis@insuranceireland.eu)

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

If You are still dissatisfied You should write to:

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

Lincoln House

Lincoln Place

Dublin 2

D02 VH29

Telephone: 01 567 7000

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

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

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

# Important Information

Under the Third EU Non-Life Directive we must give you the following information.

## The law that applies to the contract

Under the relevant European and Irish laws, we Aviva Insurance Ireland DAC and you, the proposer, are free to choose the law that will apply to the contract. We propose that Irish law will apply to the contract. We, Aviva Insurance Ireland DAC, will provide the insurance under this policy.

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Risks located in the UK

Where applicable, where insurance cover is provided under this Policy in respect of risks established or located in the United Kingdom [notified to and accepted by the Company], the insurance cover in respect of those risks will be provided through the Company's branch in the United Kingdom.

## Insurance Act 1936 (Section 93)

All money which is paid or may be paid by us to you under this policy will be paid in the Republic of Ireland.

## Stamp Duties Consolidation Act (1999)

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

# The Contract of Insurance

Your policy is a contract between Us, and You, the Policyholder. The statement of fact and declaration which You have accepted will be the basis of the contract.

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

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## **IMPORTANT**

**This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.**

**If You are not sure whether certain facts are relevant please ask Your insurance adviser. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.**

**You should keep a written record (including copies of letters) of any information You give Us, when You renew this policy.**

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# Policy Definitions

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

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

<b>Computer and Electronic Equipment</b>	All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.
<b>Condition Precedent</b>	A condition which must be complied with before We are to be liable for a claim.
<b>Cyber Vandal</b>	The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.
<b>Data</b>	All information which is <ol style="list-style-type: none"><li>(1) electronically stored, or</li><li>(2) electronically represented, or</li><li>(3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,</li></ol> including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.
<b>Data Storage Materials</b>	Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.
<b>Denial of Service Attack</b>	Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.
<b>Contents of Communal Areas</b>	<ol style="list-style-type: none"><li>(1) Carpets, furniture and furnishings and gardening equipment other than Valuables belonging to You or for which You are responsible whilst contained within the Residential Building or within any office but not within any Residential Unit.</li><li>(2) Garden furniture in the open or within the Residential Building.</li></ol>
<b>Contents of Residential Units</b>	Carpets, domestic furniture and furnishings including white goods other than Valuables belonging to You for which You are responsible whilst contained in any Residential Unit.
<b>Employee</b>	Any person who is <ol style="list-style-type: none"><li>(1) under a contract of service or apprenticeship with You</li><li>(2) borrowed by or hired to You</li><li>(3) a labour master or supplied by a labour master</li><li>(4) employed by labour only sub-contractors</li><li>(5) self-employed</li><li>(6) under a work experience or training scheme</li><li>(7) regarded as being in Your employment under the terms of any contract or agreement</li><li>(8) a voluntary helper while working under Your control in connection with The Business</li><li>(9) an outworker or home worker when engaged in work on Your behalf.</li></ol>
<b>Endorsement/Endorsements</b>	An alteration to the terms of the policy.

<b>Excess/Excesses</b>	The amount or amounts shown in Your policy or the Schedule which We deduct from each and every claim.
<b>Failure</b>	Any partial or complete reduction in the (1) performance, or (2) availability, or (3) functionality, or (4) the ability to recognise or process any data or time, of any (a) Computer and Electronic Equipment, (b) electronic means of communication, (c) website.
<b>Loss of Data</b>	Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.
<b>Malicious Contingency</b>	(1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances. (2) malicious persons other than thieves and Cyber Vandals.
<b>Money</b>	Current (1) coin, bank and currency notes (2) postal and money orders, bankers' drafts, cheques and giro cheques (3) crossed warrants, bills of exchange and securities for money (4) postage, revenue, national insurance and holiday with pay stamps (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions (6) credit company sales vouchers, luncheon vouchers and trading stamps (7) VAT invoices.
<b>Period of Insurance</b>	From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for renewal of this policy.
<b>Property Insured</b>	Property Insured as detailed in the Schedule.
<b>Resident</b>	The owner, tenant or lessee of any Residential Unit and any member of his/her family permanently residing with him/her.
<b>Residential Building</b>	The building belonging to You or for which You are responsible, all within The Premises including: (1) landlord's fixtures and fittings (2) domestic outbuildings and garages (3) swimming pools and hard tennis courts (4) terraces, patios, driveways, footpaths, walls, fences, gates and hedges (5) interior decorations (6) telecommunications aerials, aerial fittings, masts, and closed circuit television (CCTV) (7) car parks, cess pits, septic tanks (8) squash courts, gymnasias used by Residents for domestic and leisure purposes (9) street furniture and lamp posts (10) solar panels and wind turbines attached the building Unless described differently in the Schedule, the building other than domestic outbuildings and garages are built of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos with no more than 10% of other materials.
<b>Residential Unit</b>	Any individual self contained living area within any Residential Building.
<b>Schedule</b>	The document which specifies details of the Policyholder, The Premises, Property Insured and any Excess(es), Endorsements and Conditions Precedent applying to the policy.



<b>Specified Contingency</b>	<ul style="list-style-type: none"> <li>(1) Fire</li> <li>(2) Lightning</li> <li>(3) Explosion</li> <li>(4) Aircraft and other aerial devices or articles dropped from them</li> <li>(5) Earthquake</li> <li>(6) Storm or flood</li> <li>(7) Escape of water from any tank apparatus or pipe</li> <li>(8) Falling trees</li> <li>(9) Impact</li> <li>(10) Escape of fuel from any fixed oil heating installation.</li> </ul>
<b>The Business</b>	Activities directly connected with The Business described in the statement of fact and specified in the Schedule including the routine repair, maintenance and decoration of the Residential Building or the Residential Unit.
<b>The Premises</b>	The Premises as stated in the statement of fact and specified in the Schedule.
<b>Unoccupied</b>	If any Residential Building or Residential Unit is not being lived in by anyone with Your permission for more than 45 consecutive days.
<b>Value</b>	The amount of money You would have received by selling the article or property immediately prior to the loss or damage.
<b>Valuables</b>	Items composed of precious metals or precious stones, jewellery, watches, furs, curios, works of art and Money.
<b>Virus or Similar Mechanism</b>	Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.
<b>We/Us/Our</b>	Aviva Insurance Ireland DAC.
<b>You/Your/Policyholder</b>	The person, persons, company, companies, partnership, partnerships or unincorporated association named in the Schedule as Policyholder.

# Asset Protection - Property Damage

## Definitions

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

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

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## Bodily Injury

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

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## Damage

Loss, destruction or damage.

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## Insured Person

You or Your directors. Partners or employees aged between 16 and 65.

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## Property Damage Excess

The amount shown in the Schedule which We will deduct from each and every claim at each separate premises in respect of Contingencies (1) to (14) & (16) and (17).

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## Cover

We will provide indemnity in respect of Damage caused by the following Contingencies to the items specified in the Schedule.

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

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## Contingencies

- (1) Fire.
- (2) Lightning.
- (3) Earthquake.
- (4) Explosion.
- (5) (a) aircraft  
(b) other aerial devices  
or articles dropped from them.
- (6) Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances.
- (7) Malicious persons other than thieves.  
We will not indemnify You in respect of Damage to any
  - (a) Unoccupied Residential Building
  - (b) Unoccupied Residential Unit or
  - (c) Contents of a Residential Unit whilst Unoccupied.
- (8) Storm or flood.  
We will not indemnify You in respect of Damage
  - (a) due only to any change in water table level
  - (b) by frost
  - (c) by subsidence, ground heave or landslip
  - (d) to fences, gates and hedges.
- (9) Escape of water from any tank, apparatus or pipe.  
We will not indemnify You in respect of Damage to any
  - (a) Unoccupied Residential Building
  - (b) Unoccupied Residential Unit or
  - (c) Contents of a Residential Unit whilst Unoccupied.
- (10) Falling trees or branches or radio/tv aerials.  
We will not indemnify You in respect of Damage caused
  - (a) by subsidence, ground heave or landslip
  - (b) by felling, lopping or pruning of trees
  - (c) to fences, gates and hedges.
- (11) Impact by any road vehicle, train or animal.
- (12) Leakage of oil from any fixed heating installation.  
We will not indemnify You in respect of Damage to any
  - (a) Unoccupied Residential Building
  - (b) Unoccupied Residential Unit or
  - (c) Contents of a Residential Unit whilst Unoccupied.

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(13) Theft or attempted theft.

We will not indemnify You in respect of Damage

- (a) caused by You or Your family or an Employee
- (b) caused by any Resident or his/her guest
- (c) to any
  - Unoccupied Residential Building
  - Unoccupied Residential Unit or
  - Contents of a Residential Unit whilst Unoccupied.

(d) to moveable property in the open except garden furniture up to a maximum of €1,000.

(14) Breakage or collapse of television and radio aerials, aerial fittings, masts or satellite dishes.

(15) Accidental breakage of Glass and Sanitary Fixtures

(a) fixed glass in windows, doors, fanlights, sky-lights, conservatories and solar panels

(b) (i) washbasins, pedestals, baths, sinks

(ii) lavatory bowls, bidets, cisterns

(iii) shower trays, splashbacks

(c) (i) fixed glass in furniture

(ii) fixed glass in mirrors

(iii) glass in shelves

(iv) ceramic hobs and cooker tops

(v) free standing ceramic hobs and cooker tops where Contents of Residential Units are insured.

(1) We will not indemnify You for breakage in any Unoccupied Residential Building or Unoccupied Residential Unit.

(2) We will not indemnify You for breakage

(a) resulting from corrosion, wear and tear and depreciation

(b) scratching

(c) in transit or while being fitted

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

(16) Subsidence of, or ground heave of the site on which the Residential Building stands or landslip.

We will not indemnify You in respect of

(a) Damage caused by

(i) collapse, cracking, shrinkage or settlement of any building

(ii) coastal or river erosion

(iii) defective design or inadequate construction of foundations

(iv) demolition, structural alteration or repair or ground works or alterations

(v) bedding down of new structures or settlement of newly made up ground

(b) Damage to

(i) swimming pools and/or hard tennis courts

(ii) terraces, patios, driveways, footpaths

(iii) walls, fences, gates and hedges

(iv) car parks, cess pits, septic tanks

unless there is Damage to the Residential Building or Residential Unit at the same time

(c) Damage as a result of the movement of solid floor slabs unless there is Damage to the foundations beneath the exterior walls of the Residential Building at the same time

(d) The Subsidence Excess.

(17) All other accidental damage to the Residential Building and Contents of Communal Areas.

We will not indemnify You in respect of

(a) the cost of maintenance and normal redecoration

(b) Damage caused by:

(\*)■ gradual deterioration or wear and tear

■ corrosion, rust, rot or fungus

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- vermin or insects
  - atmospheric or climatic conditions
  - normal settlement or shrinkage
  - domestic pets
  - subsidence, heave or landslip
  - pollution or contamination
- (ii) faulty workmanship, defective design or the use of defective materials
- (iii) any of the exclusions applying to Contingencies (1) - (16) of this Section
- (iv) nipple or joint leakage or failure of welds cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only, or any associated piping
- (v) mechanical or electrical breakdown
- (c) Damage to any
- Unoccupied Residential Building,
  - Contents of a Residential Unit whilst Unoccupied.
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## Clauses

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

### 1. Capital Additions

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

- (a) any newly built and / or newly acquired buildings
- (b) alterations, additions and improvements to an insured building but not in respect of any appreciation in value

situated anywhere in the Republic of Ireland

The maximum We will pay in respect of any one location is €650,000

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

### 2. Automatic Reinstatement of Sum Insured

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

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

### 3. Changing Locks

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

- (a) The Premises
- (b) Your business premises or the business premises of any person authorised by You
- (c) The home of any person authorised by You following theft or attempted theft or whilst in Your custody or that of any person authorised by You following robbery or attempted robbery.

The maximum We will pay for any one loss is €2,500.

### 4. Claims Settlement

Following Damage caused by any contingency insured by this Section to

- (a) the Residential Building

We can choose to

- (i) pay for the rebuilding or repair
- or
- (ii) make a monetary payment.

If at the time of Damage the Sum Insured is less than the cost of rebuilding as new, payment will be made after a deduction for any wear or depreciation.

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We will not indemnify You for any reduction in market value.

The maximum amount We will pay will be the Sum Insured adjusted to take account of the

- index linking condition
- Capital Additions clause.

(b) Contents of Communal Areas.

We will pay for

- (i) the cost of repair if any contents are damaged  
or

- (ii) replacement as new if any contents are lost or destroyed.

The maximum We will pay will be the Sum Insured adjusted to take account of the index linking condition.

(c) Contents of Residential Units.

We will provide indemnity for

- (i) the cost of repair if any contents are partially damaged  
or

- (ii) replacement as new if any contents are lost or destroyed.

If, following Damage an item can be repaired but the repair is not carried out We will pay the reduction in value of the item as a result of the Damage but not more than the estimated cost of repair.

If at the time of Damage the Sum Insured is less than the cost of rebuilding as new, payment will be made after a deduction for any wear or depreciation.

The maximum We will pay will be the Sum Insured, adjusted to take account of the Index Linking condition.

(d) Money and Assault

- (i) We will pay weekly compensation at 4 weekly intervals

- (ii) compensation for contingency (iv) is paid for a maximum of 2 years from the date the disablement started. It is paid in addition to any other compensation which may be payable for the same injury

- (iii) compensation is only payable for one of the benefits (i) to (iii).

## 5. Clearance of Drains

The Sum Insured for Buildings extends to include an amount necessarily and reasonably incurred by You and which We agree to for cleaning and / or clearing of drains, gutters and sewers owned by You or for which You are responsible following Damage insured under this Section.

## 6. Debris Removal

The Sum Insured for each item, includes costs and expenses You incur, with Our consent, for

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

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

We will not indemnify You in respect of costs and expenses

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

## 7. European Union & Public Authorities

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

- (a) European Union Legislation
  - (b) Act of the Oireachtas
  - (c) Bye-Laws of any Public Authority
  - (d) Where applicable UK legislation.
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We will not indemnify You in respect of

- (1) costs incurred
  - (a) in respect of Damage not insured by this Section
  - (b) where notice was served on You before the Damage occurred
  - (c) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage
- (2) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement of the property

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

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

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

- (a) 15% of the item Sum Insured  
or
- (b) where the Sum Insured applies to property at more than one premises, 15% of the amount We would have been liable to pay if the Property Insured by the item at The Premises where Damage occurred had been completely destroyed.

## 8. Landscaped Gardens

We will indemnify You in respect of costs and expenses incurred in reinstating or repairing landscaped gardens and grounds following Damage caused by emergency services while attending the Residential Building as a direct result of damage insured under this Section.

The maximum We will pay is €15,000 in any one Period of Insurance.

## 9. Loss of Metered Utility Supplies

We will indemnify You for the cost of metered water, gas, oil and electricity for which You are legally responsible arising from Damage as insured by this Section or unauthorised use by persons taking possession, keeping possession or occupying The Premises without Your authority.

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

## 10. Money and Assault

### Money

#### Cover

We will pay for loss of Money up to the following amounts

	Limit any one loss
(a) any single loss of business Money	
(i) in transit	€2,000
(ii) in bank night safes and afterwards within bank premises until at the bank's risk	€2,000
(iii) in your home or the home of any Employee, partner or director	€500
(b) any single loss in respect of crossed cheques, crossed postal or money orders, crossed banker's drafts, stamped national insurance cards.	€250,000

We will not indemnify You in respect of

- (1) losses due to the dishonesty of You, Your Employees, partners or directors
    - (a) not discovered within 7 working days of the loss
    - (b) where a more specific insurance is in force, except for any amount in excess of that insurance
  - (2) shortages due to clerical or accounting errors
  - (3) loss of Money from unattended vehicles
  - (4) loss or Damage outside the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
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## **Assault**

### **Cover**

We will pay

- (a) the compensation stated below to You for Bodily Injury to an Insured Person caused by the theft or attempted theft of Money, which happens in the course of The Business and resulting in the following contingencies
  - (i) death €10,000
  - (ii) total and permanent loss of sight in one or both eyes €10,000
  - (iii) loss of one or both limbs €10,000
  - (iv) total disablement which prevents the Insured Person from pursuing their normal occupation €100 per week
  - (v) reimbursement of incurred medical expenses up to €250
- (b) up to £250 in respect of such Insured Person for Damage to their personal effects following an attempted theft to steal Money covered by this clause.

### **11. Mortgage and Other Interests**

The interest is noted in respect of any Residential Building or Residential Unit of all parties who have an interest in such property.

In addition, the rights of any mortgagee or lessor shall not be prejudiced by any act of any mortgagor, lessee or occupier of any Residential Building or Residential Unit, provided the mortgagee or lessor shall immediately on becoming aware of such act give Us notice in writing and pay any additional premium We may require.

### **12. Professional Fees**

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

We will not indemnify You in respect of fees

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

### **13. Risk Protection Replacement Costs**

We will indemnify You in respect of reasonable costs and expenses incurred in re-filling, re-charging or replacing any

- (a) portable fire extinguishing appliances
- (b) local fire suppression system
- (c) fixed fire suppression system
- (d) sprinkler system
- (e) sprinkler heads

and having any fire and / or intruder alarms and closed circuit television equipment re-set as a result of Damage insured under this Section.

We will not indemnify You in respect of any costs and expenses recoverable from the maintenance company or fire service.

### **14. Temporary Removal**

We will indemnify You in respect of Damage insured under this Section to Contents of Residential Units and Contents of Communal Areas while temporarily removed from The Premises to anywhere in the Republic of Ireland for the purpose of The Business.

The maximum We will pay is €5,000, in any one Period of Insurance.

### **15. Trace and Access**

We will indemnify You in respect of reasonable costs and expenses incurred with Our consent

- (a) in locating the actual source of Damage to the Residential Building
- and

- (b) repairs directly arising from (a)

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation.

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

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

#### **16. Transfer of Interest**

If at the time of Damage occurring to a Residential Building or Residential Unit insured under this Section, You have entered into a contract to sell Your interest in the property, but

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

and the purchase is subsequently completed, We will indemnify the purchaser to the extent that this Section insures the Residential Building or Residential Unit.

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

#### **17. Underground Services**

We will indemnify You in respect of accidental damage to underground

- (a) pipes
- (b) cables

which extend from the Residential Building to the public mains.

We will not indemnify You in respect of

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

#### **18. Reletting Costs**

We will indemnify You in respect of costs reasonably incurred with Our consent in re-letting The Premises (including legal fees in connection with the re-letting) following Damage as insured by this Section.

The maximum We will pay is €2,500 any one period of insurance.

#### **19. Fire Brigade Charges**

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

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

The maximum We will pay is €25,000 any one occurrence.

#### **20. Non-Invalidation**

The insurance by this Section will not be invalidated by any

- (1) act
- or
- (2) omission
- or
- (3) alteration

either unknown to You or beyond Your control, which increases the risk of Damage.

However, You must

- (a) notify Us immediately You become aware of any such act, omission or alteration
  - and
  - (b) pay any additional premium required.
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## 21. Subrogation waiver

In the event of a claim arising under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against any company

- (1) whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) which is a subsidiary of a parent company of which You are a subsidiary as defined within the relevant legislation current at the time of Damage.

## 22. Workman

Repairs and minor structural alterations may be carried out at The Premises without affecting the Cover.

## 23. Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the property, You will

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

## 24. Illegal Cultivation of Drugs

We will indemnify You in respect of Damage arising from Your tenants use of The Premises for the manufacture, cultivation, harvest or processing by any other method, of drugs classed as controlled drugs by virtue of the Misuse of Drugs Act 1977 (as amended from time to time).

You may lose Your right to indemnity in respect of a Residential Building or Residential Unit if You or Your representative do not

- (a) carry out internal and external inspections of the buildings at least every three months or as permitted under the tenancy agreement
  - (i) maintain a log of such inspections and retain that log for at least 24 months
  - (ii) carry out a six monthly management check of the inspections log
- (b) obtain and record written formal identification of any prospective tenant
- (c) obtain and retain a written employers reference for any new tenant
- (d) obtain and record details of Your tenant's bank account and verify those details by receiving at least one payment from such account
- (e) advise Your tenant, where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in items (a) (b) and (c) above for all lettings that they arrange.

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## Exclusions

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

We will not indemnify You in respect of Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage to the Property Insured caused by

- (1) pollution from contamination which results from any insured Contingency (other than Contingency 17)
- (2) any insured Contingency (other than Contingency 17) which results from pollution or contamination.

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## Endorsements and Conditions Precedent

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

### 1. Unoccupancy

It is a Condition Precedent to Our liability that when a Residential Building or a Residential Unit is Unoccupied You must ensure that

- (a) All external doors are securely locked
  - (b) All accessible windows are securely fastened
  - (c) An internal and external inspection of the property is made every seven days and all waste including accumulated mail is removed from the property
  - (d) All sources of power, fuel or water are turned off and the water system is drained down.
-

# Revenue Protection - Loss of Rent and Alternative Accommodation Expenses

## Cover

We will indemnify You if Your Residential Building or any of Your Residential Units can not be lived in or if access to them is denied as a result of Damage insured under the Property Damage Section in respect of

- (1) (a) loss of rent (including ground rent and management charges) You should have received but have lost
  - (b) (i) the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary
  - (ii) the cost of reasonable accommodation in kennels and/or catteries for dogs and/or cats belonging to any owner or lessee residing in the Residential Building or Residential Unit, where such pets are not permitted in any alternative accommodation
- (2) temporary storage of Your furniture.

The maximum We will pay will be the value stated in the Schedule.

The payment made for each Residential Unit may be adjusted according to the percentage contribution made by each unit towards the ground rent and/or total management charges of the Residential Building.

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## Endorsements and Conditions Precedent

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

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# Legal Liabilities - Employers' Liability

## Definitions

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

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

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### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

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### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

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### Compensation

Damages, including interest.

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### Costs and Expenses

- (1) Fees for Your legal representation at
- (a) any Coroner's Inquest or Fatal Accident Inquiry
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) costs and expenses incurred with Our written consent
- (3) any claimant's legal costs for which You are legally liable in connection with any event which is or may be the subject of indemnity under this Section.

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### Limit of Indemnity

The maximum amount, stated in the Schedule, including Costs and Expenses, which We will pay in respect of any or all claims arising out of one cause.

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### Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

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### The Defined Territories

Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or offshore installations within the Continental Shelf around such territories.

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### Cover

We will indemnify You against

- (1) Your legal liability to pay Compensation  
and

- (2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment with You in The Business within the Territorial Limits.

The maximum We will pay is the Limit of Indemnity.

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### Clauses

#### 1. Additional Activities

The Business includes

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

#### 2. Contractual Liability

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

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

#### 3. Cross Liabilities

We will indemnify each party

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

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

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#### 4. Indemnity to Other Persons

We will indemnify

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

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

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

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

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

We will not indemnify You

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

#### 6. Our Right of Recovery

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

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

#### 7. Payment for Court Attendance

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

The maximum We will pay is

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

#### 8. Unsatisfied Court Judgements

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

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business
  - (2) the judgement was obtained in a court within The Defined Territories
  - (3) there is no appeal outstanding to the judgement
  - (4) the Employee, or his or her personal representative, assigns the judgement debt to Us.
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## 9. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with The Business
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to any person other than an Employee
- (3) in respect of any
  - (a) fines
  - (b) remedial or publicity orders or any steps required to be taken by such orders
- (4) where indemnity is provided by another insurance policy.

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### Exclusions

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

- (1) We will not indemnify You in respect of legal liability as a result of work in or on and travel to, from or within any offshore
  - (a) accommodation, exploration, drilling or production rig or platform
  - (b) support vessel.
- (2) We will not indemnify You in respect of Bodily Injury sustained by an Employee when the Employee is
  - (a) carried in or upon a vehicle
  - or
  - (b) entering or getting on to, or alighting from, a vehiclewhere any road traffic legislation requires insurance or security.
- (3) We will not indemnify You in respect of
  - (a) liquidated damages
  - (b) penalty clauses
  - (c) fines
  - (d) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (4) (a) above

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4) (a) and/or (4) (b) above regardless of any other contributory cause or event is not covered under this Section, the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

- (5) We will not provide indemnity in respect of
  - (a) exposure to
  - (b) inhalation of
  - (c) fears of the consequences of exposure to or the inhalation ofAsbestos including any product containing Asbestos.

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

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### Endorsements and Conditions Precedent

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

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# Legal Liabilities - Public and Products Liability

## Definitions

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

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

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### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

---

### Bodily Injury

Body injury including death, illness, disease or nervous shock.

---

### Compensation

Damages, including interest.

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### Costs and Expenses

(1) Fees for Your legal representation at  
(a) any Coroner's Inquest or Fatal Accident Inquiry  
(b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty  
(2) costs and expenses incurred with Our written consent  
(3) any claimant's legal costs for which You are legally liable in connection with any event which is or may be the subject of indemnity under this Section.

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### Damage

Physical  
(1) loss  
(2) destruction  
(3) damage.

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### Limit of Indemnity

The maximum amount, stated in the Schedule which We will pay in respect of any or all events arising out of one original cause.  
In respect of Products Supplied or Pollution or Contamination, the Limit of Indemnity will apply to the total of all claims occurring in any one Period of Insurance.

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### Personal Injury

(1) Bodily Injury  
(2) Wrongful  
(a) arrest, detention or imprisonment  
(b) eviction  
(c) accusation of shoplifting.  
The maximum amount We will pay in respect of any or all claims arising under (2) above is €50,000 in any one Period of Insurance.

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### Pollution or Contamination

(1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and  
(2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.  
The maximum We will pay in any one Period Of Insurance is €1,300,000.

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### Products Supplied

Anything which is  
(1) manufactured, sold, supplied, processed, altered or treated  
(2) repaired, serviced or tested  
(3) installed, constructed, erected or transported  
by You or on Your behalf and which is no longer in Your custody or control or that of any Employee.

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### Property

Material property.

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### Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

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### The Defined Territories

Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or offshore installations within the Continental Shelf around such territories.

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**Cover**

We will indemnify You in respect of

- (1) Your legal liability for compensation
- (2) Costs and Expenses

as a result of accidental

- (a) Personal Injury
- (b) Damage to Property

(c) obstruction, trespass, nuisance or interference with any right of way, air, light or water occurring in the course of The Business during the Period of Insurance and within the Territorial Limits.

The maximum We will pay is the Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in

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

- (2) Canada

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

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**Clauses****1. Additional Activities**

The Business includes

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

**2. Legal Expenses arising from Consumer Protection and Food Safety Legislation**

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You which arise from criminal proceedings for any breach of the Consumer Protection or Food Safety legislation of the Republic of Ireland.

We will not provide indemnity

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

**3. Contractual Liability**

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

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

**4. Cross Liabilities**

We will indemnify each party named as the Policyholder in the Schedule as if a separate policy had been issued to each.

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

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## 5. Defective Premises

We will indemnify You in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972 (where applicable)
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001 (where applicable)

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

## 6. Employees' and Visitors' Personal Belongings

We will indemnify You in respect of legal liability for accidental damage to Employees and visitors vehicles and personal belongings which are in Your custody or control.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to You
- (2) stored for a fee or other consideration by You
- (3) is in Your custody or control for the purposes of being worked upon.

## 7. Indemnity to Other Persons

We will indemnify

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

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

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

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

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

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

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

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

We will not indemnify You

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

## 9. Hired or Rented Premises

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

We will not indemnify You in respect of

- (a) the first €300 Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion
  - (b) liability imposed on You solely by reason of the terms of the hiring or renting agreement
  - (c) Damage caused by fire or any other peril again.
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## 10. Motor Contingent Liability

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

(a) Bodily Injury

and/or

(b) Damage to property

arising out of the use

(i) in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

and

(ii) in connection with The Business

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

We will not indemnify You

(1) in respect of Damage to the vehicle or goods carried in or on the vehicle

(2) while the vehicle is being driven by

(a) You

(b) by a person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

(3) if indemnity is provided by another insurance policy.

## 11. Overseas Personal Liability

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

We will also indemnify any accompanying spouse and children.

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

We will not provide indemnity

(1) where liability arises from

(a) any agreement unless liability would have existed otherwise

(b) ownership or occupation of land or buildings

(c) the carrying on of any trade or profession

(d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft

(2) if indemnity is provided by another insurance policy.

## 12. Payment for Court Attendance

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

The maximum We will pay is

(a) for each director or partner                   €300 per day

(b) for each Employee                               €180 per day.

## 13. Indemnity to Individual Owners

We will indemnify, at Your request, the Resident of any Residential Unit against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

We will not provide indemnity to the Resident for legal liability arising as the occupier of any Residential Unit.

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#### 14. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not indemnify You

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to any Employee.
- (3) in respect of any
  - (a) fines.
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

#### 15. Data Protection Acts 1998 and 2003

We will indemnify You in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual
  - (a) the subject of personal data You hold  
and
  - (b) who suffers Damage or distress caused by
    - (i) inaccuracy of data
    - (ii) loss of the data
    - (iii) unauthorised destruction or disclosure of the data
    - (iv) unauthorised access to the data

arising from proceedings brought against You under the Data Protection Acts 1988 and 2003.

The maximum We will pay for all claims happening during any one Period of Insurance is €1,000,000.

We will not provide indemnity in respect of

- (1) (a) Personal Injury other than as provided by this Clause
  - (b) Damage to Property
  - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
  - (d) libel, slander or defamation
  - (2) consequential losses
  - (3) liability
    - (a) as a result of You having authorised the destruction or disclosure of the data
    - (b) which could reasonably have been expected to arise as a result of any other deliberate act or omission by You
  - (4) any fine or statutory payment
  - (5) liability which arises solely by reason of the terms of any agreement
  - (6) liability in respect of liquidated damages or under any penalty clause
  - (7) legal costs or expenses or financial losses in respect of any order
    - (a) for rectification or erasure of data
    - (b) requiring the data to be supplemented by any other statements
  - (8) proceedings relating to Compensation for any
    - (a) Employee if the Employers' Liability Section of this policy is not in force
    - (b) third party if the Public and Products Liability Section of this policy is not in force.
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## Exclusions

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

We will not provide indemnity in respect of

- (1) Personal Injury to an Employee arising out of and in the course of employment by You in The Business.
  - (2) the ownership, possession or use by You or on Your behalf of any
    - (a) aircraft, aerial device or hovercraft
    - (b) watercraft exceeding eight metres in length
    - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
      - where described in the Motor Contingent Liability Clause
      - the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
  - (3) Damage to Property
    - (a) which You own or is loaned, leased, hired or rented to You
    - (b) which is held in trust or in the custody or control of
      - You
      - any Employee
      - any other party who is carrying out work on Your behalfother than in the circumstances described in the Hired or Rented Premises Clause or the Employees' and Visitors' Personal Belongings Clause.
  - (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract).
  - (5) Bodily Injury or Damage to Property arising from professional neglect, errors, omissions or advice by You, any Employee or any party who is carrying out work on Your behalf.
  - (6) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
  - (7) (a) work in or on and travel to, from or within  
or  
(b) Products Supplied to  
any offshore
    - accommodation, exploration, drilling or production rig or platform
    - support vessel.
  - (8) Bodily Injury or Damage to Property arising from Products Supplied other than
    - (a) the sale or supply of food and drink
    - (b) the disposal of furniture and furnishings previously used in the course of The Business.
  - (9) any work involving
    - excavation
    - site clearance
    - construction
    - erection
    - structural extension
    - alteration
    - demolition.
  - (10) Your occupation of any Residential Building or any Residential Unit.
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- (11) Bodily Injury or Damage to Property arising from incidents involving any dog described in Section 5(1) of the Control of Dogs Regulations 1998 - SI442/1998 and/or as provided for in the Control of Dogs Act 1986 (No 32 of 1986) and the Control of Dogs (Amendment) Act 1992 (No 13 of 1992) or as amended or supplemented from time to time or any new legislation or statutory instruments introduced relating to the control of dogs.
- (12) recalling or making refunds in respect of Products Supplied.
- (13) (a) liquidated damages
- (b) penalty clauses
- (c) fines
- (d) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (14) liability imposed on You solely by reason of the terms or any contract conditions or agreement in connection with Products Supplied.
- (15) the Excess.
- (16) (a) exposure to
- (b) inhalation of
- (c) fears of the consequences of exposure to or the inhalation of
- (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos.
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## Endorsements and Conditions Precedent

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

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## Conditions Precedent

The following Condition Precedent applies.

### 1. Unoccupancy

It is a Condition Precedent to Our liability that when a Residential Building or a Residential Unit is Unoccupied You must ensure that

- (a) all external doors are securely locked
- (b) all accessible windows are securely fastened
- (c) an internal and external inspection of the property is made every seven days and all waste including accumulated mail is removed from the property
- (d) all main services are turned off and the water system is turned off and drained down.
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# Legal Liabilities - Residential Property Owners' Legal Protection

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## Introduction

The claims service for this Section of the policy is administered by DAS Legal Expenses Insurance Company (DAS) on Our behalf. We have chosen DAS as the claims administrator for this cover in view of their expertise and many years in dealing with legal disputes for customers.

As soon as You are aware of a legal problem, You should get legal advice from the Legal Helpline on 1850 200 826 without delay. Please have Your policy number to hand. If You wish to make a claim the full details will need to be submitted in writing.

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

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## Definitions

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

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

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## Appointed Representative

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

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## Costs and Expenses

### 1. Legal Costs

- (1) All reasonable and necessary costs the Appointed Representative charges on a party/party basis.
- (2) Also the costs the opponent has to pay in civil cases if an Insured Person has been ordered to pay them, or pays them with Our agreement.

### 2. Accountant's Costs

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

### 3. Attendance Expenses

The Insured Person's salary or wages for the time that they are off work to attend any arbitration, court or tribunal hearing if the Appointed Representative asks, or while on jury service. We will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

The amount We will pay is based on the following:

- the time the Insured Person is off work including the time it takes to travel to and from the hearing. We will work this out to the nearest half day assuming that a whole day is eight hours;
- if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages;
- if the Insured Person works part-time, the salary or wages will be a percentage of their weekly salary or wages.

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## Date of Occurrence

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

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## Insured Person

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

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<b>Legal Proceedings</b>	<p>Legal proceedings for</p> <ol style="list-style-type: none"> <li>(1) the pursuit or defence of a claim for damages</li> <li>(2) the defence of a criminal prosecution</li> <li>(3) appeal proceedings</li> <li>(4) specific performance or injunction</li> </ol> <p>dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.</p>
<b>Limit of Indemnity</b>	<p>The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €150,000.</p>
<b>Period of Insurance</b>	<p>The period for which We have agreed to cover the Insured Person and for which You have paid the premium.</p>
<b>Prospects of Success</b>	<p>In respect of all civil cases, it is always more likely than not that an Insured Person will</p> <ol style="list-style-type: none"> <li>(1) recover damages or obtain any other legal remedy which We have agreed to</li> <li>(2) make a successful defence</li> <li>(3) make a successful appeal or defence of an appeal.</li> </ol>
<b>Territorial Limit</b>	<p>The Republic of Ireland.</p>
<b>Cover</b>	<p>We agree to cover You or an Insured Person where specified for any Costs and Expenses incurred in respect of a Legal Proceeding following the occurrence of a Contingency stated as applying in the Schedule provided that:</p> <ol style="list-style-type: none"> <li>(a) the Date of Occurrence is during the Period of Insurance and the Contingency occurs within the Territorial Limit;</li> <li>(b) any Legal Proceedings will be dealt with by a court, or other body which We agree to, within the Territorial Limit;</li> <li>(c) in civil claims there are Prospects of Success for the duration of the claim;</li> <li>(d) for all insured incidents, We will help in appealing or defending an appeal as long as the Insured Person tells Us within the time limits allowed that they want to appeal. Before We pay any Costs and Expenses for appeals, We must agree there are Prospects of Success;</li> <li>(e) the maximum We will pay is the Limit of Indemnity;</li> <li>(f) if You use an Appointed Representative, We will pay the Costs and Expenses for this. We will pay the Financial Compensation Awards that We have agreed to;</li> <li>(g) for Contingency 4 Bodily Injury claims, We will pay the application fee required by the Injuries Board.</li> </ol>
<b>Contingencies</b>	<p><b>1A Employment Disputes</b></p> <p>We will defend Your legal rights in the following circumstances;</p> <ol style="list-style-type: none"> <li>(1) before proceedings are issued before a Rights Commissioner, court or tribunal after You have dismissed an employee; or</li> <li>(2) in legal proceedings for any dispute with: <ol style="list-style-type: none"> <li>(a) an employee or ex-employee or a trade union acting for an employee or ex-employee which arises out of, or relates to, a contract of employment with You; or</li> <li>(b) an employee, prospective employee or ex-employee arising from You allegedly breaking their statutory rights under employment law.</li> </ol> </li> </ol> <p><b>Exceptions</b></p> <ol style="list-style-type: none"> <li>(1) Any claim for damages for personal injury, including stress, bullying and harassment or loss of or damage to property.</li> <li>(2) Employee internal disciplinary or grievance procedures.</li> <li>(3) Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 1980 and European Communities (Safeguarding of Employees' Right on Transfer of Undertakings) (Amendment) Regulations 2000 and European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation.</li> </ol>

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## 1B Employment Financial Compensation Awards

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

Provided that

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

### Exceptions

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

## 2 Legal Defence

At Your request, We will:

- (1) Defend an Insured Person's legal rights:
    - (a) before legal proceedings are issued when dealing with the
      - Garda; or
      - Health and Safety Authority and/or regional health boards where it is alleged that the Insured Person has or may have committed a criminal offence; or
    - (b) following an event which leads to the Insured Person being prosecuted in a criminal court. For proceedings under the Health, Safety and Welfare Act 2005, the Territorial Limit will include any place where the Act applies.
  - (2) Defend Your legal rights following civil action taken against You for wrongful arrest when relating to an accusation of theft alleged to have been carried out during the Period of Insurance.
  - (3) Defend an Insured Person's (other than Your) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of Your employees.
  - (4) Represent an Insured Person if they appeal against the imposition or terms of any statutory notice issued under law which affects Your business.
  - (5) Represent You if You appeal because the Data Protection Commissioner refuses Your application for registration.
  - (6) Pay the Attendance Expenses of an Insured Person if they have to attend jury service.
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### Exceptions

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

### Equal Status Act 2000 Protection

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

Provided that

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

### 3 Property Protection

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

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

### Exceptions

Any claim relating to the following.

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

### 4 Bodily Injury

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

### Exceptions

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

### 5 Tax Protection

#### (a) Revenue Audits

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

#### (b) Employers' Compliance

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

#### (c) VAT Disputes

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

Provided that

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



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## Exceptions

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

## Instructions On Handling Claims For Tax Protection

- (1) You must send Us a copy of the business accounts and tax return which are being audited, together with all relevant correspondence and a note of likely fees incurred by you or an Appointed Representative:
  - (a) as soon as the Revenue Commissioners tell You that an audit is to take place; and
  - (b) at any time throughout the claim if the information changes.
- (2) The estimate of fees and any revised estimates must be itemised by the hour for each Appointed Representative who is to deal with the claim. We will use this information to agree reasonable Costs and Expenses which We will pay under this Section. We will pay Costs and Expenses that have been agreed to in writing when an itemised invoice is received. It is important that You, or anyone acting on Your behalf, wait for Our approval before You agree to pay any Costs and Expenses over that which has already been agreed.

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## Exceptions

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

The following Exceptions apply to this Section

- (1) Any claim reported to Us more than 180 days after the date the Insured Person should have known about the insured incident.
  - (2) Any Costs and Expenses incurred before We accept a claim in writing.
  - (3) Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Contingency 1B Employment Financial Compensation Awards.
  - (4) Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
  - (5) Any claim relating to franchise rights, or agency rights if You have the legal capacity to change the legal relations of another.
  - (6) Any insured incident deliberately or intentionally caused by an Insured Person.
  - (7) A dispute with Us not otherwise dealt with under Condition (7).
  - (8) Any claim relating to a shareholding or partnership share in Your business unless the shareholding was gained under a scheme open to all Your employees (or a substantial number of them) of a certain minimum grade other than Your directors or partners.
  - (9) An application for judicial review or any defence of judicial review proceedings.
  - (10) Any claim caused by, contributed to by or arising from:
    - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
    - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
    - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
    - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
  - (11) Legal action an Insured Person takes which We or the Appointed Representative have not agreed to or if the Insured Person does anything that prevents Us or the Appointed Representative from carrying out their roles effectively.
  - (12) When either at the start of or during the course of a claim, We will not cover a claim if You are bankrupt or have filed a bankruptcy petition or winding-up petition, have made an arrangement with Your creditors, have entered into a deed or arrangement, are in liquidation, or part or all of Your affairs or property are in the care or control of a receiver or administrator.
  - (13) Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
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(Also refer to the Policy Conditions at the back of this policy booklet.)

The following Conditions apply to this Section.

- (1) Any Insured Person must:
    - (a) keep to the terms and conditions of this Section;
    - (b) take reasonable steps to keep any amount We have to pay as low as possible;
    - (c) try to prevent anything happening that may cause a claim;
    - (d) send everything We ask for, in writing; and
    - (e) give Us full details of any claim as soon possible and give Us any information We need.
  - (2)
    - (a) We can take over and carry out, in the name of an Insured Person, any claim or legal proceedings at any time. We can negotiate any claim on behalf of an Insured Person.
    - (b) If We agree to start legal proceedings and the Insured Person has to be represented by a lawyer, or if there is a conflict of interest, an Insured Person can choose an Appointed Representative by sending that suitably qualified person's name and address to Us. We may choose not to accept the choice of representative, but only in exceptional circumstances.
    - (c) Before an Insured Person chooses a lawyer or an accountant, We can appoint an Appointed Representative.
    - (d) We will appoint an Appointed Representative and they will represent the Insured Person according to Our standard terms of appointment. The Appointed Representative must co-operate fully with Us at all times.
    - (e) We will have direct contact with the Appointed Representative.
    - (f) The Insured Person must co-operate fully with Us and with the Appointed Representative and must keep Us up to date with the progress of the claim.
    - (g) The Insured Person must give the Appointed Representative any instructions required by Us.
  - (3)
    - (a) The Insured Person must tell Us if anyone offers to settle a claim and must not agree to any settlement without Our written permission.
    - (b) If an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses.
    - (c) We may decide to pay the Insured Person the amount of damages that they are claiming or the amount that is being claimed against them instead of starting or continuing legal proceedings.
  - (4)
    - (a) If We ask, the Insured Person must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited.
    - (b) The Insured Person must take every step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that they do recover.
  - (5) If an Appointed Representative refuses to continue acting for an Insured Person or if an Insured Person dismisses the Appointed Representative, the cover provided will end at once, unless We agree to appoint another Appointed Representative.
  - (6) If an Insured Person settles a claim or withdraws their claim without Our agreement, or does not give suitable instructions to the Appointed Representative, the cover provided will end at once. We will be entitled to reclaim any Costs and Expenses they have paid.
  - (7) If We and an Insured Person disagree about the choice of Appointed Representative or about how a claim is handled, We and the Insured Person can choose another suitably qualified person to decide the matter. We and the Insured Person must both agree to this in writing. If We cannot agree with the Insured Person about the choice of the second suitably qualified person, then We will ask the president of the Law Society of Ireland to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
  - (8) We may ask You to get an opinion from counsel as to how successful a claim or proceedings will be (You will have to pay any costs involved in doing this). If counsel believes there are reasonable grounds to pursue or defend a claim or proceedings, We will pay the costs of getting the opinion.
  - (9) We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Section did not exist.
  - (10) This Section will be governed by the laws of the Republic of Ireland.
  - (11) We can cancel this Section at any time as long as You are told at least 14 days beforehand. You can cancel this Section at any time as long as We are told at least 14 days beforehand.
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## Additional Services

### Helpline services

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

#### Commercial Legal Helpline

We will give You confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

To contact the above services, phone us on 1850 200826 quoting Your policy number.

#### Counselling

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

To contact the above service phone us on 1850 670407.

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

#### Employment Manual

Our Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law.

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

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

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

### Notifying Us of Your claim

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

### Handling Your claim

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

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

**Settling Your claim**

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

**Other types of Tax Protection claims**

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

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

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

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

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

**Instructions for the Appointed Representative**

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

**(1) Provide information requested in the Revenue Commissioners initial letter**

This should not involve significant re-analysis work. If the information is available, albeit in slightly different form in Your working papers, the Revenue Commissioners should be invited to accept it as it is in Your papers.

**(2) Submission (or making available) of business records**

Responsibility for the retention and orderly maintenance of business records rests with the Policyholder. We will not expect to incur significant professional costs associated with their submission to the Revenue Commissioners. It will not normally be considered appropriate for the Appointed Representative to carry out review work on the records prior to submission to the Revenue Commissioners. If it is felt that any such work is necessary, advance agreement of the costs is required. Please send Us a copy of the covering letter sent with the audited accounts at the time of filing.

(3) Submission of private financial information, if appropriate to the audit.

(4) Identify reason for audit.

(5) Possible limited further correspondence preparatory to any meeting with the Revenue Commissioners.

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(6) **Meeting with the Revenue Commissioners Inspector**

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

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# Policy Exclusions

Each section of the policy contains exceptions or exclusions. They must be read in conjunction with the following Policy exclusions which apply to all Sections unless otherwise stated.

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We will not provide indemnity in respect of

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
  - (a) war invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (b) nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b).

However,

- (1) exclusions 1 (a) (b) and (c) do not apply to the Employers' Liability Section when insured by this policy
- (2) exclusion 1 (b) does not apply to the Public and Products Liability Section or the Residential Property Owners' Legal Protection Section

- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
  - (a) directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
    - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
    - (i) dispersing radioactive material and/or ionising radiation  
or
    - (ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

- (1) exclusion 2 (b) does not apply to the following Sections
  - (a) Employers' Liability
  - (b) Public and Products Liabilitywhen insured by this policy.
- (2) in relation to the Employers' Liability Section, exclusion 2 (a) above only applies when You under a contract or agreement have undertaken to
  - (a) indemnify another party
  - (b) assume the liability of another party.
- (3) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland but this shall only apply to the Property Damage and Business Interruption Sections when insured by this policy.
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

Terrorism is defined as any act or acts including, but not limited to

- (i) the use or threat of force and/or violence  
and/or
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- (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means  
caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.
- (4) loss, destruction or damage directly caused by pressure waves from aircraft or other aerial devices.
- (5) (a) Money
- (b) securities or bonds
  - (c) jewellery or precious stones
  - (d) precious metals or bullion
  - (e) furs or curios
  - (f) rare books or works of art
  - (g) goods held in trust or on commission
  - (h) documents or manuscripts
  - (i) business books or computer system records
  - (j) explosives
  - (k) property in transit
- unless specifically mentioned.
- (6) any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
  - (b) media or systems used in connection with anything referred to in (a) above
- whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
  - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However, We shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

(1) Property Damage

(2) Loss of Rent and Alternative Accommodation Expenses.

Exclusions 6 (a) and (b) do not apply to the Employers' Liability Section, when insured by this policy.

#### **Definition**

The following definition only applies to this exclusion

'Defined Contingency'

fire, lightning, explosion, aircraft and 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, impact by any road vehicle or animal, or theft.

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(7) any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of

(a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section.

(i) Property Damage

(ii) Loss of Rent and Alternative Accommodation Expenses

Exclusion 7 (a) does not apply to the Public and Products Liability Section.

(b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.

(i) Property Damage

(ii) Loss of Rent and Alternative Accommodation Expenses.

Exclusions 7 (a) and (b) do not apply to the following Sections, when insured by this policy

(1) Employers' Liability

(2) Residential Property Owners' Legal Protection.

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# Policy Conditions

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

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## 1. Alteration of Risk

If

(a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident or injury

or

(b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases.

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## 2. Arbitration

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

(a) the interpretation or application of any provision of The Contract of Insurance

(b) Our liability under The Contract of Insurance to make a payment in respect of a claim made by You

(c) the amount (if any) We offer to pay in respect of claim

or

(d) any other matter relating to The Contract of Insurance

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

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

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

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## 3. Cancellation and Mid Term Alterations

(a) If You cancel the policy We will only allow any return premium for the unexpired Period of Insurance at Our discretion, provided that no claims have been paid or are outstanding during the Period of Insurance and provided that the refund due to You amounts to at least €20.

(b) We may cancel the policy

(i) by sending You 30 days written notice to Your last known address.

We will refund a proportionate part of the premium paid to Us for the unexpired Period of Insurance, provided that no claims have been paid or are outstanding during the Period of Insurance and provided that the refund due to You amounts to at least €20.

(ii) immediately if the premium has not been paid or if there has been a default under a Premium Payment Plan.

We will not refund any instalment paid under a Premium Payment Plan and at Our discretion may request full payment of the annual premium if any claims have been paid or are outstanding during the Period of Insurance.

(c) If You make an alteration to Your policy and this results in an adjustment in premium

We will not

(i) charge You where premium adjustments are less than €20

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

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## 4. Claims Procedure

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

You must

(a) tell Us immediately of any event or occurrence which may result in a claim

(b) notify the Garda immediately of loss, destruction or damage caused by malicious persons or thieves

(c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury including the amount of the claim within

(i) 30 days

or

(ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons or such further time that We may allow

of Your becoming aware of the event or occurrence or such further time that We may allow.

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- (d) provide Us with all information and help We require in respect of the claim
  - (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
  - (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement
  - (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.
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## 5. Contribution

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

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

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

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

We may at any time pay

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

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim or with Our consent.

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## 7. Fraud

- (a) If a claim made by You or anyone acting on Your behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not  
or
- (b) (i) if a false declaration or statement is made  
or  
(ii) if a fraudulent device is used in support of a claim.

We may at Our option

- (i) avoid the policy from the inception of this insurance  
or
  - (ii) cancel the policy from the date of the claim or alleged claim and repudiate the claim  
or
  - (iii) repudiate the claim.
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## 8. Identification

The policy and Schedule will read as one contract.

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

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## 9. Index Linking

### (a) Renewal

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

### (b) Claims

These adjustments will continue during the

(i) Period of Insurance

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

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## 10. Non Disclosure, Misrepresentation or Misdescription

The policy is voidable if You or anyone acting for You fails to disclose, misrepresents or misdescribes any material fact.

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## 11. Our Rights

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

(a) enter or take possession of the building or premises

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

without incurring liability or reducing Our rights.

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

(i) do not comply with Our requirements

(ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

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## 12. Reasonable Precaution

You will

(a) maintain the Residential Building in a satisfactory state of repair

(b) take all reasonable precautions to prevent

(i) loss, destruction or damage to Property Insured

(ii) accident or injury to any person or loss, destruction or damage to their property

(c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.

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## 13. Reinstatement

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

(a) plans

(b) documents

(c) books

(d) information

which We require.

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

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

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## 14. Subrogation

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

(a) enforce a right or remedy

or

(b) obtain relief or indemnity

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

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

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## 15. Subjectivity

The policy, the application form, statement of fact and/or declaration made by You, and the Schedule, should be read together and form The Contract of Insurance between You, the Policyholder, and Us.

- (a) We will clearly state in the Schedule if the Cover provided by the policy is subject to You:
- (i) providing Us with any additional information requested by the required date(s),
  - (ii) completing any actions agreed between You and Us by the required date(s),
  - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, You must allow us access to The Premises, and/or The Business to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions,
- (iii) require You to make alterations to The Premises insured by the required date(s),
- (iv) exercise Our right to cancel Your policy,
- (v) leave the policy or Section terms and conditions, and Your premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where we consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved:

- (i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may, at Our option, exercise Our right under Policy Condition (3) Cancellation and Mid Term Alterations.

Except where stated all other policy and Section terms and conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the **IMPORTANT** note within The Contract of Insurance page of Your policy booklet.

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